



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

*as agreed by the Council and specified in Appendix C*

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# NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of July 2022

By and Between

Those Employers described in Appendix B

hereinafter referred to as the "**COMPANY**"

and

those International Unions who compose

**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

hereinafter referred to as the "**UNION**"

For the purpose of maintenance, repair, revamp, renovation and upkeep work for

**VARIOUS 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 the Company has employed and now employs members of the Member Unions on maintenance work recognized by the Unions as being within the jurisdiction of said unions.

Whereas, in order to insure 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.

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

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

## ARTICLE 1.000 RECOGNITION

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

## 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. Should an Agreement not be reached between the affected trades; the matter may be referred to the Maintenance Jurisdiction Dispute Resolution Plan under the terms of this Agreement for adjudication. The work of any trade not party to the Agreement will not be interfered with by those party to the Agreement. The trades will not interfere with the decision of the Company to assign work.

## 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 craftsmen.
- 3.300 When any Member Union cannot supply qualified workers within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified workers. The Company may immediately put them to work with advice to the workers that they are employed subject to union agreement of membership and/or replacement by union members - and advice to the appropriate Business Agent that the workers are on the job.

## 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 agreed to 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 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, even though the new unit is constructed on the same property or premises.
- 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 resolution.
- 5.400 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.
- A standard GPMC / NMC grievance form must be filled out by the Craft Steward/ Employer at this step. Grievance forms will be provided by the Company at the jobsite, or they may be downloaded from the General Presidents' Maintenance Committee website at [www.gpmccanada.com](http://www.gpmccanada.com)
- If the grievance is not settled within seven (7) calendar days, then the grievance may be advanced to Step II. Written notice must be provided when advancing to the next step.
- 6.102 Step II Between the aggrieved Employee, the Craft Steward and/or Local Union Business Representative and the Foreperson, the Supervisor, and the Project Manager.
- If settlement is not achieved within seven (7) calendar days at Step II, the grievance may be advanced to Step III. Written notice must be provided to the International Union Representative and the Employer Representative when advancing to the next step.
- Timelines may be extended upon written agreement by both parties.
- 6.103 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Employer.
- The carriage and control of any grievance at Step III and beyond, rests solely with the International Union Representative.
- If settlement cannot be reached within seven (7) calendar days at Step III, either Party may request a Step IV Grievance Hearing upon written notification to the Labour Relations Representative (GPMC/NMC).
- Timelines may be extended upon written agreement by both parties.
- 6.104 Step IV The Labour Relations Representative (GPMC/NMC) shall establish a Grievance Panel consisting of three (3) Committee Representatives within fourteen (14) calendar days of notification, either at a mutually agreed to location or via electronic platform to hear the grievance.
- Submissions from both the Union and the Employer to the grievance panel must include a copy of the grievance form, as indicated in 7.101, names of all grievors affected by the grievance and any other relevant information or documents pertaining to the grievance. Please note that the remedy requested by either party must be clearly identified in writing on the grievance form.

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

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

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

- 6.105      Step V    If any dispute or grievance concerning the interpretation, application or violation of this agreement cannot be settled through the procedure described above, the matter may be submitted by the Union or the Employer to arbitration for adjudication within ten (10) calendar days.

## 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.
- Each Member Union may also appoint an acting Steward for routine afternoon or midnight shifts as job conditions warrant. This clause shall not be applicable to one (1) or two (2) day shifts, and the layoff protection established in Article 8.200 shall not be applicable to the acting night shift Steward.
- 8.200      At lay-off, the Job Steward will be one of the last three (3) employees on the job provided they are qualified to do the work at hand. The employer will provide written confirmation via e-mail or facsimile when the Steward is laid off.
- 8.300      Prior to termination of a Steward for any reason, the Company will notify the Local Union Office.

## ARTICLE 9.000      WAGES

- 9.100      Wage rates for maintenance work shall be \$1.00 per hour less than 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, and wages shall be paid weekly by cheque 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. Employees who quit will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.

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

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

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

- 9.400 Should employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide a make-up payment no later than the third business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 9.200 above will apply.

In the event that there is a payroll error (miscalculation) on the weekly pay cheque or electronic deposit where an employee is short paid less than ten (10) hours or equivalent, the Company will have two (2) payroll periods, after notification is provided to the Company in accordance with the Company's normal payroll query process, to provide a make-up payment. Should this make-up payment not be made within the two (2) payroll periods, the Company will pay a penalty of two and one-half (2.5) hours per day from the date the Company was notified.

Should the employee not submit a payroll query within three (3) weeks of the payroll error (miscalculation) the penalty payment of two and one-half (2.5) hours per day will be applicable on day fifteen (15) from the submission of the query.

## ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

- 10.100 Welfare Funds, Pension Funds, Apprentice Training Funds and other Monetary Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s). This would include payments to the Hamilton & Brantford Building Trades Council, if such payments are established in the Local Agreements (I.C.I.).

- 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 Year's Day	5. Canada Day	9. Thanksgiving Day
2. Family Day	6. Civic Holiday	10. Christmas Day
3. Good Friday	7. Labour Day	11. Boxing Day
4. Victoria Day	8. National Day for Truth & Reconciliation*	

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

## 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.

## ARTICLE 15.000 WORK BREAKS

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

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

- 16.100 Eight (8) hours per day shall constitute a Standard Work Day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work. By mutual consent of the Company and the Council, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard workday of eight (8) or ten (10) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

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 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 ( $\frac{1}{2}$ ) 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 take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ( $1\frac{1}{2}x$ ) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

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

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

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

When an Employer is working a three (3) shift system Employees working the afternoon shift shall receive a shift premium of fifteen percent (15%) of their hourly base rate. Employees working the midnight shift shall receive a shift premium of twenty percent (20%) of their hourly base rate.

Employees working on a second shift where greater than fifty percent (50%) of the total hours scheduled fall after midnight will be paid the midnight shift premium.

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

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

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

16.300 Overtime Conditions:

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 2 hours	After 10 hours
Tuesday	8 hours	Up to 2 hours	After 10 hours
Wednesday	8 hours	Up to 2 hours	After 10 hours
Thursday	8 hours	Up to 2 hours	After 10 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday		Up to 5 hours	After 5 hours
Sunday			All hours
Stat Holiday			All hours

b) Four Ten Hour Day Option (4x10)

Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday		Up to 10 hours	After 10 hours
Saturday		Up to 5 hours	After 5 hours
Sunday			All hours
Stat Holiday			All hours

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 10 hours	After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday		Up to 5 hours	After 5 hours
Sunday			All hours
Stat Holiday			All hours

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

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

16.500 Overtime Meal Breaks: When an employee works beyond ten (10) hours per day they shall be entitled to a meal break and a meal supplied by the Company. The meal break will be provided after ten (10) hours of work and subsequent meal breaks each four (4) hours thereafter. However, it will be the prerogative of the Company in conjunction with the Job Steward to arrange meal breaks for efficiency and convenience of the job.

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

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

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

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

16.501 When foreperson 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 16.500 unless those provisions are applicable to the rest of the crew.

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

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

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

16.600 Any provisions regarding minimum number of days to establish shifts are not applicable under this Agreement.

## ARTICLE 17.000 TRANSPORTATION

17.100 At plant locations where private transportation is not permitted, the Company shall furnish transportation in properly seated vans or buses and that provide 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. Employees will be provided with the Company schedule of pick-up times and locations and shall be available to be transported to and from the jobsite at the published times. If transportation is required, the Company shall transport the 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 then overtime will apply.

## ARTICLE 18.000 SAFETY

18.100 The Employees and Employers covered by the terms of this Agreement shall be bound by the Occupational Health & Safety Rules and Regulations as established by the Owner, Company, and Council Member Area Agreement, and applicable Health & Safety Legislation

18.200 The Company accepts the responsibility to provide coveralls and all necessary protective clothing required for working conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions.

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

18.400 When an affiliated Union has ten (10) or more members working for the Company, at a particular jobsite, the Health and Safety Representative designated for each trade shall not be laid off.

If the affiliated Union has less than ten (10) members working for the Company, at a particular jobsite, there shall be no layoff protection for each trades designated Health and Safety Representative.

The Local Union Representative and Company Representative shall work in consultation with each other to appoint a Health and Safety Representative for each trade. Appointments will be confirmed in writing and when the designated individual ceases to act as the Health and Safety Representative.

## ARTICLE 19.000 APPRENTICES

- 19.100 The Company will employ a minimum of 25% apprentices, per designated trade classification, of the number of Journeypersons on the project. The Employer will do their best to accommodate the apprentice percentage above as job conditions warrant. The parties to the agreement recognize that the above established apprentice to journeyperson percentage is contingent on the availability of apprentices through the local union hall.

## ARTICLE 20.000 HIRING AND TRANSFER OF WORKERS

- 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. In reference to the 48-hour rule, Article 3.300 applies.
- 20.200 The Employer shall have the right to transfer employees between plant locations listed in Appendix 'C' where work is being performed. Transfers are not permitted to displace existing employees and the employee reserves the right to refuse the offer of transfer.

### 20.300 Employer Online Orientation & Onboarding

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

#### Client Online Orientation & Onboarding

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

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

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

- 20.400 Where the Building Trades Affiliate is unable to supply manpower to fulfil the request from the Company, the following shall apply:

- Step 1 The Building Trades Affiliate must reach out to local members and sister locals that are within driving proximity to request trades personnel from local or regional areas close to the work site to meet the Company's needs.

It is understood that this protocol will begin at Step 2 for those trades operating province wide Local Unions.

- Step 2 If the individual local and sister locals for that particular trade within driving distance cannot supply, then the local requiring personnel must request trades personnel from local HBBT Affiliates in Hamilton who have comparable skill sets.

- Step 3 If local union, sister locals and HBBT Affiliates cannot supply, then the Company will evaluate if it wants to cancel the manpower request. If the Company continues to have a need, they will have the option to request a local union to secure required trades personnel through provincial or inter provincial sources with the understanding that in such case reimbursement for accommodation, if any, will be at the discretion of the Company.

## ARTICLE 21.000 CREW SIZE, SUPERVISION AND FOREPERSON

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

## 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 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 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 judgement 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 four (4) years from July 1, 2022, to June 30, 2026 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date.
- 24.200 Amendments may be made at any time by mutual consent.

## ARTICLE 25.000 ELECTRONIC SIGNATURE

- 25.100 This collective agreement can be executed by a representative of each trade union by electronic signature or other electronic means. A letter of authorization to that effect is on record with the General Presidents' Maintenance Committee for Canada. Execution by electronic means has the same effect as if the collective agreement was executed in person by the representative of the trade union physically signing a copy of the collective agreement. As well, this collective agreement can be executed by a representative of each signatory employer by electronic signature or other electronic means. A letter of authorization to that effect is on record with the General Presidents' Maintenance Committee for Canada. Execution by electronic means has the same effect as if the collective agreement was executed in person by the representative of the trade union physically signing a copy of the collective agreement.

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



# APPENDIX A

## SIGNATORY UNIONS

### VICE PRESIDENT

International Association of Heat & Frost Insulators & Allied Workers

### CANADIAN DIRECTOR

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

### 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 National Maintenance Agreement.

- Adwell Industrial
- Aecon Industrial Construction Services, a division of Aecon Construction Group Inc.
- Aggressive Metals Inc.
- Alberici Constructors Ltd.
- Aldershot Rentals.
- Aluma Systems Inc.
- Ambler & Company.
- Anmar Mech. & Electrical
- Atlantic Plant Installation Canada Inc.
- B. Phillips Co. Ltd.
- Barclay Constructors
- Benny Haulage Ltd.
- Bestco Construction Corp.
- Breck Scaffold Solutions (Ontario)
- C. H. Heist Ltd.
- Cooling Tower Maintenance
- Crossby Systems Inc.
- Custodis-Cottrell Ltd.
- D & N Constructions
- Dayson Industrial Services Inc.
- Dewar Insulations Ltd.
- DMR Mechanical & Electrical Inc.
- E.S. Fox Ltd.
- Ecco Electric
- Ecodyne Limited
- Grace Instrumentation & Controls Ltd.
- H.H. Robertson
- HK Construction Services (division of Lancaster Group)
- Holaco Installation Ltd.
- Inscan Contractors Inc.
- J. Mattice Company Ltd.
- J.D.R. Tools & Equipment (1994) Inc.
- J.R. Jolly & Sons Ltd.
- Jacobs Industrial Services Ltd.
- Jagen Construction Ltd.
- John Kenyon Ltd.
- K.E.W. Steel Ltd.
- K.F. Construction Ltd.
- Kemp Construction Ltd.
- KT-Grant Services Canada Inc.
- Lancaster Sheet Metal Ltd.
- Larco Industrial Services Ltd.
- Mainway Industrial Installations Inc.

- Matrix NAC
- MBB Mechanical Services Ltd.
- McElroy Brothers Ltd.
- McGowan Insulations
- Mid America Gunitite
- MWS Solutions Inc.
- Oblender Insulations Inc.
- Pro Field Services 138197 Canada Limited
- Pro-Insul Limited
- R S Construction & Contracting
- Ran-Kev Maintenance Ltd.
- Robert Globe Electrical & Mechanical Ltd.
- Sayers & Associates Industrial Division Ltd.
- Songer Canada
- Steward Mechanical Contracting
- Sutherland-Shultz Inc.
- TESC Integrated Construction Services
- The Barclay Construction Group Inc.
- The State Group Industrial Ltd.
- Total Mill Services o/a 1023837 Ontario Inc.
- Trademark Industrial Inc.
- Triple Crown Enterprises Ltd.
- Tube City IMS Canada Limited
- Wolverine MFG

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

## APPENDIX C

This Agreement applies to maintenance work as contemplated by the Council at the following locations:

- ADITYA Birla Carbon Canada Ltd., Hamilton, Ontario
- Air Products & Chemicals, Nanticoke, Ontario
- GM Canada, St. Catharines, Ontario
- Hercules Canada (2002) Inc., Burlington, Ontario
- Stelco, Nanticoke, Ontario
- Stelco, Hamilton, Ontario
- Vertis Communications, Stevensville, Ontario

This list may be added to as agreed by the Council from time to time.

# APPENDIX D

## Wash-up and pack-up time at the end of the work day:

It is contemplated under the Agreement that the company will allow employees an adequate amount of time at the end of the day in order to pack-up tools, wash up and prepare to leave the job in an orderly manner. Such arrangements will be established in the employer's job rules. It is understood that employers will continue to ensure adequate rest and wash-up facilities for employees, even in short work duration situations.

## Site Bans

Upon request from the local union, the employer involved in a situation where a member has been banned by an owner, undertakes to provide to the union such information it has with respect to the reasons for this action, subject to privacy legislation in effect.

## Lake Erie Steel Only

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

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

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

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

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

## Improved Communication:

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

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

# 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 (15<sup>th</sup>) 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 13% (HST) to be remitted along with the National Maintenance Council for Canada monthly remittances.

### NOTICE TO CONTRACTORS

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

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

ATTENTION: Brett McKenzie  
Executive Director