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# COLLECTIVE AGREEMENT

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*between*

**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

*and*

**ALL CONTRACTORS WORKING ON**

Maintenance, Repair, Revamp, Renovation and Upkeep

*of*

Various Operating Facilities in the

**PROVINCE OF SASKATCHEWAN**

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 January 2015

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 OPERATING FACILITIES  
IN THE PROVINCE OF SASKATCHEWAN  
AS AGREED BY THE COUNCIL  
AND SPECIFIED 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 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 the National Maintenance Council for Canada acknowledges and agrees to co-operate with any Contractors' Association that is or may be formed, whose mandate is to co-ordinate and harmonize the activities, functions and interests of the Employers signatory to this Agreement.

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:

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## ARTICLE 1.000 RECOGNITION

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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).

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## ARTICLE 2.000 THE COMPANY AND THE UNIONS

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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. Assignments will be made in accordance with the procedures established in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry covering the U.S.A. and Canada. (The Green Book.)

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## ARTICLE 3.000 UNION SECURITY

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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 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 direction to the workers that they are employed subject to union agreement of membership and/or replacement by union members and advise forthwith the appropriate Business Agent that the workers are on the job.

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## ARTICLE 4.000 SCOPE OF WORK

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- 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.
- 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 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.

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## ARTICLE 5.000 DEFINITIONS

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- 5.100 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 The word "repair" used with the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- 5.400 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- 5.500 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to improve and / or restore by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.

5.600 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 Canada and the designated Saskatchewan Building Trades Representative for final determination.

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## ARTICLE 6.000 GRIEVANCES

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6.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 or the Local Union in Step 2 and shall be handled in the following manner:

6.101 Step 1: Between the aggrieved employee and/or their Steward and the Company supervisor.

6.102 Step 2: Between the aggrieved employee, their Steward and/or Local Union Business Representative and their Foreman, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company and to the International Representative of the Union involved.

The Company shall respond in writing within fifteen (15) working days from the date which the grievance was presented in writing to the Employer. If settlement cannot be reached at this step or if the Employer fails to respond in writing within the time limit specified, the Union may then proceed to the next step of the grievance procedure.

The Union must respond to the Company's grievance response within fifteen (15) working days of receipt. Timelines may be extended by mutual agreement.

6.103 Step 3: Between the International Union Representative and the Labour Relations Manager or the highest official of the Company.

6.104 Step 4: A hearing shall be conducted by a National Maintenance Agreement Council Committee of the Unions signatory to this Agreement with senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.

6.105 Step 5: If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above the matter may be submitted by a Signatory Union to this Agreement or the Company, to a Board of Arbitration for adjudication within ten (10) working days of the decision rendered by the National Maintenance Council Committee.

This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairman, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated.

In the event that the other party does not appoint its Arbitrator within three (3) working days the appointment shall be made by the Minister of Labour for the Province of Saskatchewan.

In the event the two Arbitrators appointed cannot within three (3) working days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of

Labour of the Province of Saskatchewan to designate the third Arbitrator who shall act as Chairman. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgment. The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

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

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

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

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

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

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## ARTICLE 7.000 UNION REPRESENTATION

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- 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.

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## ARTICLE 8.000 STEWARDS

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- 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. When employees are laid-off, the steward shall receive a copy of the lay-off list immediately prior to the company advising the effected employees.
- Upon mutual agreement and after consultation with the Company, the Union may appoint an alternate Steward(s) based upon the requirements of the site. Alternate Steward(s) have no protection from layoff.
- 8.200 The Job Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. At lay-off, the Job Steward will be one of the last three (3) employees on the job, provided he is 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.

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## ARTICLE 9.000 WAGES

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9.100 Wage rates for maintenance work shall be \$0.75 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.

Wages will be paid weekly by cheque or other legal tender by the end of the work day on Thursday.

If there is a second shift the weekly cheques will be distributed by the end of the work day Wednesday if available on site.

9.200 Final wages and vacation pay due will be mailed to the employee's last recorded home address or deposited electronically within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays. EI records of employment (ROE) will be filed electronically within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

9.300 Should wages and vacation pay earnings not be mailed or filed within this time period noted above, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing or filing is made.

9.400 Complaints/grievances with respect to non-receipt of final wages, vacation pay due and employment insurance record of earnings must be raised to the Company in a timely fashion, in any event, not more than ten (10) days, exclusive of Saturday, Sunday and Holidays, from date of lay-off/termination.

9.500 Should employees be short paid ten (10) hours or more on their weekly pay cheque or electronic deposit, the Company will provide an adjustment within two (2) working days. Should employees be short paid less than ten (10) hours on their weekly pay cheque or electronic deposit, the Company will provide an adjustment on the next regular pay date.

Should this payment not be made on the next regular pay date the Company will pay the penalty amount noted in article 9.300 above from the date the date of the next regular pay date until payment is made.

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## ARTICLE 10.000 BENEFITS AND OTHER MONETARY FUNDS

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10.100 Welfare Funds, Pension Funds, Apprentice Training Funds, Provincial Building Trades Fund and other Union Monetary Funds including Union Dues and Field Dues called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s).

10.200 The Company and all Sub-Contractors to this Agreement shall pay ten cents (\$0.10) per hour earned into an Administration Fund as approved by the National Maintenance Council for Canada and at the request of the participating International Union one other Industry Administration Fund per trade, not to exceed the current contribution rate listed in the appropriate reference agreement. The given amount will be specified in the individual trade appendix. Such Industry Administration Fund will be submitted to the appropriate Association.

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## ARTICLE 11.000 COMPENSATION INSURANCE

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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.

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## ARTICLE 12.000 HOLIDAYS

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

- 1) New Year's Day
- 2) Family Day
- 3) Good Friday
- 4) Victoria Day
- 5) Saskatchewan Day
- 6) Canada Day
- 7) Labour Day
- 8) Thanksgiving
- 9) Remembrance Day
- 10) Christmas Day
- 11) Boxing Day

12.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or on the Monday 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.

In order to harmonize (client, multi-employer) observance on maintenance sites the employer may make a request to the National Maintenance Council within fourteen (14) days of the holiday to establish another day to be observed other than those noted above.

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## ARTICLE 13.000 REPORTING TIME

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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 hour's worked or actual waiting time past the two (2) hours minimum.

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## ARTICLE 14.000 TRAVEL AND SUBSISTENCE

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- 14.100 a) Daily Travel: On those projects that are located between thirty (30) radius kilometers to one hundred (100) radius kilometers from Regina and/or Saskatoon City Hall(s) or other hiring hall locations, the Company shall provide suitable transportation to and from the project and mutually agreed to pick up points.

Alternatively, the company shall pay to each employee a transportation cost at the maximum rate as established by the CRA per road kilometer for each day worked or reported for work, from the edge of the thirty (30) radius kilometer free zone to the project and return. The transportation cost will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

- b) Accommodation Allowance: Subsistence will be paid or camp provided on projects which are more than one hundred (100) radius kilometers from the City Hall(s) of Regina and Saskatoon.

Subsistence will be paid at a rate of one hundred and thirty dollars (\$130.00) per day worked or reported for.

These amounts will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

On sites which are four hundred and seventy-five (475) radius kilometers plus as noted above, subsistence will be paid on a seven (7) day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometers from the City Hall(s) of Regina and Saskatoon. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).

Initial and terminal travel will be paid as follows from the above:

120-200 Radius Kilometers      \$86.00 each way,

200-300 Radius Kilometers      \$122.00 each way,

300-375 Radius Kilometers      \$147.00 each way,

375-475 Plus Radius Kilometers      \$220.00 each way, or actual airfare if suitable proof of air transport is provided to the employer.

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometers initial and terminal travel amounts will be mutually agreed between the Union and the employer to a maximum of \$330.00 each way or airfare if suitable proof of air transport is provided to the employer.

Initial and terminal travel amounts will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off.

Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

- 14.200 On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments pursuant to Article 14.100 (a) if they reside outside a thirty (30) radius kilometer free zone around the project.
- 14.201 A local resident is a local member who resided within eighty (80) radius kilometers of a project but outside the cities of Regina and Saskatoon for at least six (6) months immediately preceding the date of hire.
- 14.300 On a subsistence project, employees domiciled outside a thirty (30) radius kilometer zone around the job will be provided transportation to and from, the job or paid the maximum rate as established by the CRA per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return. Subsequent amounts will be governed by the provisions of Article 14.100 (a).
- 14.400 Air Transportation- Notwithstanding any other provision of this Agreement, when the employer supplies air transportation to remote Northern projects, the parties will establish a mutual agreement for the transportation terms and conditions for that project.

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## ARTICLE 15.000 WORK BREAKS

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- 15.100 It is agreed that all employees covered by this agreement are to receive two (2) rest or coffee breaks of ten (10) minutes on the job in the area or areas designated by the Company. Each break shall be established by the employer in each eight (8) hour shift. It is, however, understood that this shall be done in such a manner as to not stop the necessary 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.

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

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- 16.100 It is agreed that the Company will provide written notification for the implementation of the four (4) day ten (10) hour work week option.

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. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as job conditions warrant.

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.

Where a multi trade project is scheduled under the four (4) ten (10) hour shift system and an employer secures short term work that may not provide for forty (40) hours of work, all hours worked shall be paid for in keeping with the provisions applicable to the four (4) ten (10) hour shift.

16.200 Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) hours for eight (8) hours pay.

Employees working an afternoon shift defined as a shift starting after 9:00 a.m. and before 9:00 p.m. shall receive a shift premium of three dollars (\$3.00) per hour for all hours worked. This amount will be increased after April 31, 2014 should there be increases in the reference agreements.

Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of three dollars (\$3.00) per hour for all hours worked. This amount will be increased after April 31, 2014 should there be increases in the reference agreements.

The mid-shift lunch break will be of one half (1/2) hour in duration and will be unpaid.

16.300 All time worked before and after the established work day of eight (8) or ten (10) hours, Monday through Friday and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 12.000 of the Agreement shall be paid for at overtime rates as follows:

16.301 Time and one-half (1-1/2) - first 2 hours

Monday through Friday.  
Double-time (2) after the first 2 hours  
Monday through Friday, and all hours on  
Saturdays, Sundays and Statutory Holidays.

16.302 Four Ten Hour Day Option:

When the four (4) ten (10) hour day option is being worked, all hours in excess of ten (10) hours on any of the four (4) days will be paid at double-time (2). When the Monday or Friday is worked, the first ten (10) hours will be at time and one-half (1-1/2) and all hours in excess of ten (10) hours will be at double-time (2).

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

16.500 Outside of the limits established in Article 16.100, 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 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 he 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) he 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) he shall be entitled to a meal break when overtime work exceeds four (4) hours.

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

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

16.601 When foremen are required to:

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

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-five 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.

Where a camp is provided, employees will not receive the twenty-five dollars (\$25.00) meal allowance where they are able to receive a camp meal at the end of their shift.

16.700 Subject to Article 16.100 on the establishment of a four (4) ten (10) hour day system, any provisions regarding minimum number of days to establish afternoon or midnight shifts are not applicable under this Agreement.

16.800 Employees called out between regular shifts will be entitled to a minimum of two (2) hours pay at the applicable overtime rate for actual hours worked whichever is greater.

16.900 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 he will be paid overtime rates for all hours worked in excess of the first eight (8) until such times as he does have eight (8) continuous hours off.

Time spent in site indoctrination sessions will not be counted as hours of work for the purposes of calculation of the sixteen (16) or eight (8) hours as noted above except when indoctrination is included as part of the regular work day.

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## ARTICLE 17.000 SAFETY

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17.100 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 Labour Agreement and applicable Provincial or Federal Regulations, Acts and Laws.

17.200 The Company will provide to the employees, such items of safety equipment as required by these Safety Rules and Regulations. The Company accepts 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.

17.300 The company will provide a separate area for employees to remove and store coveralls, work clothing etc., prior to entering lunch rooms.

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## ARTICLE 18.000 APPRENTICES

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18.100 The Council and Member Unions agree that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Company and the Council Affiliates, therefore, agree to negotiate such ratios from time to time as the conditions warrant. As a minimum the Company will use its best efforts to meet the apprenticeship ratios contained in the local reference agreement.

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## ARTICLE 19.000 HIRING AND TRANSFER OF WORKERS

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19.100 The Company agrees to hire and or transfer workers where work is being performed or is to be performed in accordance with the procedures established in the Local Area Labour Agreement by each Council affiliate or as amended in the attached trade appendix. In reference to the 48 hour rule, Article 3.300 applies.

- 19.200 As a minimum, within the geographical area of each Council affiliate, the Employer shall have the right to transfer foremen between plant locations or to where work is being performed.
- 19.300 On subsistence projects, as described in Article 14.100 (b), local residents will be given priority of employment provided such resident meets the following criteria:
- 19.301 A local resident is a person who has resided within eighty (80) radius kilometers of the project for at least six (6) months immediately preceding the date of hire.
- 19.302 An employee's residence is the place where he permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides.
- Original Documents (not photo copies) are required for proof of residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable:
- Income Tax Assessment
  - Property Tax Assessment
  - Unemployment Insurance
  - Utilities Receipt
- Other documents may be required to satisfy Contractor, Client or Canadian Revenue Agency requirements.
- 19.303 The Union will undertake to dispatch qualified persons for employment in the following sequence:
- (i) qualified union members who are local residents;
  - (ii) qualified union members residing outside of the local area.

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## ARTICLE 20.000 CREW SIZE, SUPERVISION AND FOREMEN

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- 20.200 The designation and determination of the number of foremen on maintenance work shall be the prerogative of the company.
- Foremen may be requested to work with the tools, when in the company's opinion, it is advisable.

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## ARTICLE 21.000 LOCKOUT AND WORK STOPPAGE

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- 21.100 There shall be no lockout by the Company, and no work stoppages by the Union.
- 21.200 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:
- 21.201 Should a work stoppage occur in negotiating the local agreement, the employees of the affected unions will be paid the appropriately adjusted wage rate and benefits negotiated in the new agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate whichever is the earlier.



21.202 Should no work stoppage occur in negotiating the local agreement, 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.

21.300 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.

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## ARTICLE 22.000 MANAGEMENT CLAUSE

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22.100 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 its judgment the spirit and intent of this Agreement has been violated.

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## ARTICLE 23.000 TRADE CO-OPERATION

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23.100 Maintenance conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite or mixed crews may be formed where conditions warrant. It is understood that all employees will work together harmoniously as a group and as directed by the Company.

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## ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

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24.100 This Agreement shall become effective January 1, 2015 and will remain in full force and effect until December 31, 2016 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least ninety (90) days prior to the expiry date.

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

24.300 The National Maintenance Council may, upon application from Employers, agree to amend portions of this Agreement in order to meet the needs of specific projects or industry sectors or regions. The Council will establish a Standing Sub-Committee to receive and review such requests.

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## ARTICLE 25.000 ELECTRONIC SIGNATURE

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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

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**Vice President**

International Association of Heat  
& Frost Insulators & Allied  
Workers

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**General President**

Labourers International Union  
of North America

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**International Vice President**

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

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**General President**

International Union of  
Operating Engineers

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**Director of Canadian Affairs**

International Union of Bricklayers  
& Allied Craft Workers

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**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

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**Vice President**

Operative Plasterers & Cement  
Masons International Association

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**General President**

International Brotherhood of  
Teamsters

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**International President**

International Brotherhood of  
Electrical Workers

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**General Vice President**

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

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**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:

- Altex Industries Inc.
- APTIM Services Canada Corporation
- Balzer's Canada Inc.
- BFI Constructors Ltd.
- Black & McDonald Limited
- Chinook Scaffold Systems Ltd.
- CIMS Limited Partnership
- DMS Industrial Contractors Inc.
- Edmonton Exchanger & Refinery Services
- Fuller Austin
- ICON Construction Ltd.
- Jacobs Industrial Services Ltd.
- Melloy Industrial Services Inc.
- Ram Steel Ltd
- TESC Contracting Saskatchewan Ltd.
- Transfield Asset Management Services

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 – GEOGRAPHICAL SCOPE

The Agreement applies to Projects in the Province of Saskatchewan.

## **APPENDIX D – ITEMS OF UNDERSTANDING**

The following Policy on Alcohol and Drug Guidelines and Work Rule is agreed to:

### **ALCOHOL and DRUG GUIDELINES WORK RULE**

WHEREAS certain Owners may dictate the necessity of an "Alcohol and Drug" policy; and

WHEREAS it is of mutual benefit for both parties to the "Collective Agreement", to endorse such a program of guidelines dealing with "Alcohol and Drug" policies in the workplace, both parties agree to endorse the following documents as the standard of our industry.

The Parties agree to adopt the CODC Alcohol and Drug Policy and procedures established by the affiliates of the Saskatchewan Building and Construction Trades Council. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Saskatchewan.

### **JOINT POLICY STATEMENT ON MILITARY LEAVE FOR EMPLOYEES IN THE ORGANIZED CONSTRUCTION AND MAINTENANCE INDUSTRIES**

The National Maintenance Council for Canada and the signatory contractors, endorse and agree to enact as appropriate the "Joint Policy Statement on Military Leave for Employees in the Organized Construction and Maintenance Industries" as established in May 2010 at the Canadian Building Trades Policy Conference held in Ottawa.

## APPENDIX E – LETTER OF UNDERSTANDING

Saskatchewan NMA

Article 14.000 Travel and Subsistence

GENERAL PRESIDENTS' MAINTENANCE COMMITTEE FOR CANADA/  
NATIONAL MAINTENANCE COUNCIL FOR CANADA  
447 Frederick Street, Suite 100  
Kitchener, Ontario N2H 2P4

# Letter of Understanding

January 01, 2015

Between

The National Maintenance Council for Canada  
&  
Signatory Employers as listed in Appendix 'B'

The following clarification constitutes the understanding of the participating Parties signatory to the National Maintenance Agreement for Saskatchewan effective January 1, 2015 to December 31, 2016.

1. The Parties agree that in accordance with Article 14.000 (a) there is a thirty (30) radius kilometer free zone around the City hall(s) of Saskatoon and Regina.
2. Local union members who reside outside of the free zone and are dispatched to work on projects located within the thirty (30) radius kilometer free zones established for Regina and Saskatoon; are not entitled to any supplemental travel payments from the employer.
3. Should additional travel payments/benefits be required to attract additional workers to the project, these compensatory payments will be established as a Client protocol and remain outside of the collective agreement.



Brett McKenzie  
Executive Director



## **NATIONAL MAINTENANCE COUNCIL FOR CANADA - ADMINISTRATION FUND**

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 the fifteenth of the following month, along with a listing of the hours and trades being reported. Cheques should be made payable to the National Maintenance Council and forwarded to:

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

### **NOTICE**

Remittances to the National Maintenance Council must include an additional 5% for Federal Goods and Services Tax

**NATIONAL MAINTENANCE AGREEMENT, SASKATCHEWAN  
TRADE APPENDIX  
ARTICLES 9.000, 10.000 AND 19.100**

- 1) The following formula will be used for the determination of Long and Short Term Maintenance Rates and Benefits for the duration of the Agreement.
  - I) Long Term Maintenance Base Rates and Short Term Maintenance Base Rates are set at \$0.75 less than Construction Base Rates.
  - II) 100% of appropriate fringe benefits will be paid for the duration of the Agreement.
- 2) Apprentice rates are calculated at the percentages provided in the Local Construction Agreement applied to Maintenance Journeyman Rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice.
- 3) EMPLOYERS ARE RESPONSIBLE FOR OPERATING THEIR OWN PAYROLL IN AN ACCURATE AND TIMELY FASHION PURSUANT TO THE COLLECTIVE AGREEMENT WAGE FORMULA. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.
- 4) Pursuant to Article 29.000, Administration Fund, the General Presidents' Committee Admin Fund is set at ten cents (\$0.10) per hour earned.
- 5) The Employer agrees to make contributions to the CODC at a rate of \$0.06 per hour worked.
- 6) Deductions payable to the Saskatchewan Building Trades Council are made under this Agreement.
- 7) These Wage Schedules are designed as a basic Labour Relations document to demonstrate the formula and approach taken to wage and benefit calculation in the National Maintenance Agreement. EMPLOYERS ARE RESPONSIBLE FOR OPERATING THEIR OWN PAYROLL IN AN ACCURATE AND TIMELY FASHION PURSUANT TO THE COLLECTIVE AGREEMENT WAGE AND BENEFIT FORMULA. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.