



NMC

National Maintenance Council for Canada

LEADERS IN UNIONIZED MAINTENANCE

COLLECTIVE AGREEMENT

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

THE PROVINCE OF MANITOBA

Manitoba Maintenance Industry Development Process 2011

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NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 6th day of June 2011

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 MANITOBA
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.

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.)

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. 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.)

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 workmen.
- 3.300 When any Member Union cannot supply qualified men within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified men. The Company may immediately put them to work with direction to the men that they are employed subject to union membership and advice forthwith to the appropriate Business Agent that the men are on the job. Workers hired through this provision, or through the provisions of Article 19.303, will make application for membership to the appropriate Local Union within thirty (30) days of hire and must remain members in good standing throughout their employment.

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) and all underground work in the mine sites noted in Appendix 'C', 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.

ARTICLE 5.000 DEFINITIONS

- 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 change 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 a determination.

ARTICLE 6.000 GRIEVANCES

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 of the Local Union in Step 2 and shall be handled in the following manner:

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

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

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

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

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

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

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

In the event the two Arbitrators appointed cannot within three (3) working days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province in which the grievance occurs to designate the third Arbitrator who shall act as Chairman. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgement. The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

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

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

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

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

6.200 As an alternative to the provisions of Article 6.105, a single Arbitrator may be appointed by mutual agreement of the parties.

6.300 Grievance forms will be provided by the Company at the jobsite.

ARTICLE 7.000 UNION REPRESENTATION

7.100 The designated Union Representative of the Member Union shall be permitted to visit on the job after reporting to the senior Representative of the Company on the job, but will not interfere with the progress of the work.

7.200 Whenever security regulations prevent access to any job or project, the Company or its Representative, will give all possible assistance to the Union Representative in obtaining the necessary pass or permission to gain access to such job or project.

ARTICLE 8.000 STEWARDS

8.100 A Steward shall be a qualified worker appointed by a Member Union and confirmed in writing to the Company when designated as a Steward and also when ceasing to act as Steward. Duties shall be to deal with grievances and such matters normally handled by a Union Steward subject to the terms of this Agreement.

8.200 At lay-off, the Job Steward will be one of the last five (5) 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.

ARTICLE 9.000 WAGES

9.100 Wage rates for maintenance work shall be \$0.75 cents per hour less than those rates set forth in the Area Labour Agreement of the Member Union where such work is to be performed and shall be paid to all employees under the terms of this Agreement. Wages shall be paid weekly by cheque or other legal tender. With the agreement of the Council wages may be paid bi-weekly.

- 9.200 Employees who are laid off or terminated from the services of the Company shall normally receive their final wages, vacation pay due, and unemployment insurance record of earnings before they leave the jobsite.
- 9.300 It is recognized that there will be certain occasions when the above procedure is not possible. In these cases final wages, vacation pay due, and unemployment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.
- 9.400 Should the wages, etc., not be mailed within this time period the Company will pay a penalty of two hours pay per day until the mailing is made.

ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

- 10.100 Welfare Funds, Pension Funds, Apprentice Training Funds, Provincial Building Trades Fund and other Union Monetary Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s). Contributions to the U.A. Canadian Training Trust Fund are to be made under this agreement.
- 10.200 The Company and all Sub-Contractors to this Agreement shall pay ten cents (\$.10) per hour earned into an Administration Fund as approved by the National Maintenance Council for Canada and at the request of the participating International Union one other Industry Administration Fund per trade, not to exceed the amount in effect as of July 1, 1994. The given amount will be specified in the individual trade appendix. Such Industry Administration Fund will be submitted to the appropriate Association.

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 All time worked on the following holidays shall be paid at the rate of double time.
- New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- 12.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday or Tuesday following unless changed by mutual agreement between the Company and the Union Representative.
- 12.201 When a 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.

ARTICLE 13.000 REPORTING TIME

- 13.100 When an employee reports for work, unless previously advised there is no work available, he shall be entitled to two (2) hours pay at the appropriate day or shift rate. Should the employee start work or be required to wait at the jobsite, he shall be paid for hours worked or actual waiting time past the two (2) hours minimum.

ARTICLE 14.000 TRAVEL AND SUBSISTENCE

14.100 WINNIPEG

- a) Daily Travel: On those projects that are located outside of the thirty-five (35) radius kilometer free zone from the Winnipeg perimeter highway, employees will be paid fifty-two (\$0.52) cents per road kilometer from the edge of the perimeter highway to the project and return per day worked or reported for work.
- b) On projects that are located more than one hundred and twenty (120) radius kilometers from the Winnipeg perimeter highway employees will be entitled to subsistence payments of one hundred and twenty dollars (\$120.00) per day worked. On projects that are located more than three hundred and fifty (350) radius kilometers from the Winnipeg perimeter highway, subsistence will be paid on a seven day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the employer.

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

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

120-200 Radius Kilometers	\$84.00 each way,
200-300 Radius Kilometers	\$120.00 each way,
300-375 Radius Kilometers	\$144.00 each way,
375-Plus Radius Kilometers	\$216.00 each way, or actual airfare if suitable proof of air transport is provided to the employer.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off. Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

- 14.200 On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments of fifty-two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of a 45 radius kilometer free zone around the project to the project and return.

14.300 On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid fifty-two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return.

14.400 THOMPSON AND FLIN FLON AREA RESIDENTS ONLY

- a) On those projects that are located 45 radius kilometers from Thompson and or Flin Flon City Halls, employees will be paid fifty-two cents (\$0.52) per road km from the edge of the free zone to the project and return for each day worked.
- b) On projects that are located more than one hundred and twenty (120) radius kilometers from the Thompson and or Flin Flon City Hall employees will be entitled to subsistence payments of one hundred and twenty dollars (\$120.00) per day worked. On projects that are located more than three hundred and fifty (350) radius kilometers from the City Hall Thompson and or Flin Flon subsistence will be paid on a seven day per week basis.

Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the employer.

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

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

120-200 Radius Kilometers	\$84.00 each way,
200-300 Radius Kilometers	\$120.00 each way,
300-375 Radius Kilometers	\$144.00 each way,
375-Plus Radius Kilometers	\$216.00 each way, or actual airfare if suitable proof of air transport is provided to the employer.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay-off. Terminal travel will be paid at lay-off. Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

14.500 On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments of fifty-two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of a 45 radius kilometer free zone around the project to the project and return.

14.600 On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid fifty-two cents (\$0.52) per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return.

ARTICLE 15.000 WORK BREAKS

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

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

- 16.100 Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock a.m., and the regular quitting time shall be four-thirty (4:30) o'clock p.m. 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.

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.

The employer may apply to the National Maintenance Council to establish non-standard working hours in order to align hours of work with the in-plant forces for on-going supplemental maintenance work. Upon receipt of written application, the Council will enter into discussions with the employer to establish such non-standard work hours as appropriate.

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

Employees working an afternoon shift defined as a shift starting after 8:00 a.m. and before 9:00 p.m. shall receive a shift premium of \$3.00 per hour for a maximum of eight (8) hours or ten (10) hours when working the four (4) ten (10) hour shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 12.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.

Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of \$.3.00 per hour for a maximum of eight (8) hours or ten (10) hours when working the four (4) ten (10) hours shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 12.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.

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

- 16.201 A "Long" shift system may be established when it is intended to operate the shift thirty (30) or more calendar days. "Long" shifts may be established on an eight (8) or ten (10) hour per day work week arrangement pursuant to Article 16.100.
- 16.202 All conditions pertaining to shift work on a "Long" shift will be as per Article 16.200 except that "Long" shifts may be established to provide for seven (7) day per week shift coverage and the above employees will have two (2) consecutive days off per week in lieu of Saturday and Sunday.
- 16.203 Should the Long Shift be cancelled before thirty (30) calendar days payment conditions will be pursuant to Article 16.100 and 16.200.
- 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) – for first two (2) hours worked Monday through Friday when working a 5 day 8 hour work week and for the first ten (10) hours worked on Saturday.
- Time and one half (1 1/2) - for first ten (10) hours worked on the earned day off when working the four (4) ten (10) option and for the first ten (10) hours worked on Saturday.
- Doubletime (2) for all other hours worked and on Sundays and Recognized Holidays.
- 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 (4) ten (10) 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 arrive at work up to 1/2 hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per Clause 16.600 unless they work more than two (2) hours beyond the end of their normal shift.
- 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 or 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 time as he does have eight (8) continuous hours off.

ARTICLE 17.000 SAFETY

- 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.

ARTICLE 18.000 APPRENTICES

- 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.

ARTICLE 19.000 HIRING AND TRANSFER OF MEN

- 19.100 The Company agrees to hire or transfer men in any territory 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. In reference to the 48 hour rule, Article 3.300 applies.
- 19.200 As a minimum, the Employer shall have the right to transfer foremen between plant locations or where work is being performed.

- 19.300 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 one hundred (100) 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
- 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 local residents.
 - (iii) Qualified union members residing outside of the local area.

ARTICLE 20.000 CREW SIZE, SUPERVISION AND FOREMEN

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

ARTICLE 21.000 LOCKOUT AND WORK STOPPAGE

- 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 an AF of L CIO Building Trades construction strike or lockout.

ARTICLE 22.000 MANAGEMENT CLAUSE

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 judgement the spirit and intent of this Agreement has been violated.

ARTICLE 23.000 TRADE CO-OPERATION

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.

ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

24.100 This Agreement shall become effective June 6, 2011 and will remain in full force and effect until May 31, 2017, and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

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.

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

APPENDIX A

SIGNATORY UNIONS

VICE PRESIDENT

International Association of Heat & Frost Insulators & Allied Workers

GENERAL PRESIDENT

Labourers International Union of North America

INTERNATIONAL VICE PRESIDENT

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

GENERAL PRESIDENT

International Union of Operating Engineers

DIRECTOR OF CANADIAN AFFAIRS

International Union of Bricklayers & Allied Craft Workers

GENERAL PRESIDENT

International Union of Painters and Allied Trades

GENERAL PRESIDENT

United Brotherhood of Carpenters & Joiners of America

DIRECTOR OF CANADIAN AFFAIRS

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

VICE PRESIDENT

Operative Plasterers & Cement Masons International Association

GENERAL PRESIDENT

International Brotherhood of Teamsters

GENERAL PRESIDENT

International Brotherhood of Electrical Workers

GENERAL VICE PRESIDENT

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

DIRECTOR OF CANADIAN AFFAIRS

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

APPENDIX B

SIGNATORY EMPLOYERS

The following listed Employers are signatory to the National Maintenance Agreement.

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

- ABCO Supply and Services Ltd.
- Atlantic Plant Installation Canada Inc.
- CIMS Limited Partnership
- Evtex Field Services.
- GMA Industrial Inc.
- Jacobs Catalytic Limited
- LML Industrial
- Northwest (Thompson) Ltd.
- Park Derochie Coatings
- Reppsco Services Ltd.
- DMS, Derksen Mechanical Services.
- RKM Services Ltd.
- Sunny Corner Enterprises Inc.

APPENDIX C

The Agreement applies to maintenance projects in the Province of Manitoba.

APPENDIX D

GENERAL UNDERSTANDINGS ARISING FROM 2011 DISCUSSIONS

- 1) The Parties agree to review the operations of the Collective Agreement after twelve (12) months.
- 2) The Employers agree to provide additional subsistence to all employees should the one hundred and twenty dollars (\$120.00) listed in Article 14.000 Travel and Subsistence be insufficient. Employees must provide original receipts to the Employer for further reimbursement. Such arrangements will be established prior to the commencement of employment.

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 (\$0.10) cents 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

ATTENTION: Brett McKenzie
Executive Director

NOTICE TO CONTRACTORS

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