



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
AS AGREED BY THE COUNCIL
AND LISTED IN APPENDIX 'C'**

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NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of December 2012

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

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:

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.

2.000 THE COMPANY AND THE UNIONS:

- 2.100 Recognize the Council as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of the affiliated Unions.
- 2.200 Agree to bargain collectively with the Council and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- 2.300 Agree that the jurisdiction recognized therein for each Union shall be the jurisdiction recognized by the AFL-CIO, provided however, that if they or the Unions are unable to agree upon the Union which is to have jurisdiction over any group of employees, the Company will recognize one as having jurisdiction until such time as the Claimant Unions agree upon another. The work of any trade not party to the Agreement will not be interfered with by those party to the Agreement. The trades will not interfere with the decision of the Company to assign work.

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.

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 his discretion, choose to perform or directly sub-contract work for any part or parts of the work necessary in his 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.

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.

5.000 **DEFINITIONS: (Cont'd):**

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.

6.000 **GRIEVANCES:**

6.100 All grievances, other than those pertaining to jurisdiction will be handled in the following manner.

Step 1:

Between the Company's Supervisor and the Union Steward at the job site.

Step 2:

Between the Member Union Representative and the Company's Supervisor at the job site.

Step 3:

Between the International Union Representative and the Labour Relations designate of the Company.

Step 4:

If the parties are unable to affect an amicable settlement or adjustment of any grievance or controversy, such grievance or controversy shall be submitted for negotiation between a Committee of the Unions signatory to this Agreement and Senior Officials of the Company for a decision to become effective immediately.

Step 5:

Failure at Step 4 above to reach a decision shall constitute a basis for a submittal of the question to arbitration for a binding decision.

All grievances shall be filed within ten (10) calendar days after the alleged grievance has arisen. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step.

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.

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 two (2) employees on the job provided he is qualified to do the work at hand. The employer will provide written confirmation via e-mail or facsimilie 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.

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, and unemployment insurance record of earnings before they leave the jobsite.

9.000 WAGES (Cont'd):

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 within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

Should the wages etc., not be mailed within this time period the Company will pay a penalty of two and one-half (2 ½) hours pay per day until the mailing is made. Complaints/grievances with respect to non-receipt of wages, etc., must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturdays, Sundays, and Holidays, from date of termination.

10.000 BENEFITS AND 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 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 pay ten cents (\$0.10) per hour earned into an Administration Fund as approved by the National Maintenance Council for Canada to properly transact and maintain its business. This amount shall be remitted monthly to the office of the Executive Director.

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.

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, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Christmas and Boxing Day.

12.000 **HOLIDAYS: (Cont'd):**

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.

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 be required to be on the jobsite past the minimum two (2) hours, he 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, he shall be paid a minimum of eight (8) hours pay at the appropriate day or shift rate.

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.

15.000 **WORK BREAKS:**

15.100 It is agreed that all employees covered by this Agreement will be permitted ten (10) minutes in each half of their respective shifts to drink coffee or refreshments on the job in the area or areas designated by the Company. Employees will also be allowed a ten (10) 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.

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.

**16.000 WORK HOURS PER DAY, SHIFTS, OVERTIME AND
OVERTIME MEAL BREAKS: (Cont'd)**

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.

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.

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 12 percent (12%) of the hourly base rate 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 twenty percent (20%) of the hourly base rate 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.

Employees working on a second shift of which the major portion of the total hours scheduled falls after midnight will be paid the midnight shift premium.

The mid-shift lunch break will be one half (1/2) hour on day shift and will be unpaid. On afternoons and midnights the mid-shift lunch break will be paid at straight time.

16.000 **WORK HOURS PER DAY, SHIFTS, OVERTIME AND OVERTIME MEAL BREAKS: (Cont'd)**

16.300 All time worked before and after the established work day of eight (8) or ten (10) hours, Monday through Friday shall be paid for at the rate of time and one-half (1 1/2) for the first two (2) hours. Double time is to be paid for hours worked thereafter.

Time and one half (1 1/2) for the first five (5) hours Saturday, or first day off, doubletime (2) thereafter. Sundays and Holidays will be paid for at the rate of double time.

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

16.500 By mutual consent of the Company and the 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) 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 overtime at the conclusion of and continuous with the regular work day defined in Article 16.100 and 16.200, he shall be entitled to a meal and a meal break when overtime work exceeds two (2) hours.

The meal break after the regular day will normally be after two (2) hours overtime and subsequent meal breaks approximately each four (4) hours thereafter. However, it will be the prerogative of the Company, in conjunction with the job stewards 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) he/she shall be entitled to a meal break when overtime work exceeds four (4) hours.

16.000 WORK HOURS PER DAY, SHIFTS, OVERTIME AND OVERTIME MEAL BREAKS: (Cont'd)

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 twenty (20) minutes in duration and will be paid for at the applicable overtime rate. However, in calculating entitlement to a meal, the twenty (20) minute break shall not count as overtime work.

The Company's obligation in respect to a meal entitlement shall be discharged by providing the employee with a meal up to a value of \$15.00. If it is impractical for the employer to supply a meal, their entitlement will be discharged by providing a payment in lieu at a rate of \$15.00.

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

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.

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.

18.000 SAFETY: (Cont'd)

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.

19:000 APPRENTICES:

19.100 The Council and Member Unions agree that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Company and the Council Affiliates, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

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 General Foremen between plant locations or where work is being performed. Transfers are not permitted to displace existing employees.

21.000 CREW SIZE, SUPERVISION AND FOREMEN:

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.

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.

22.000 LOCKOUT AND WORK STOPPAGE: (Cont'd)

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.

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.

24.000 DURATION AND TERMINATION OF AGREEMENT:

24.100 This Agreement shall become effective December 1, 2012 and will remain in full force and effect until November 30, 2015 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.

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.

Director of Canadian Affairs
Sheet Metal Workers International
Association.

International Vice President
International Brotherhood of
Boilermakers, Iron Ship Builders,
America. Blacksmiths, Forgers & Helpers.

General President
Labourers' International Union
of North

Acting Regional Director of Canadian
Affairs. International Union of Bricklayers
And Allied Craftsmen.

General President
International Union of
Operating Engineers

General President
United Brotherhood of Carpenters
& Joiners of America.

General President
International Union of Painters
and Allied Trades.

Vice President & Cdn. Consultant
Operative Plasterers & Cement
Masons International Association.

Director of Canadian Affairs
United Association of Journeymen
& Apprentices of the Plumbing &
Pipefitting Industry of the United
States and Canada.

General President
International Brotherhood of
Electrical Workers.

General President
International Brotherhood of
Teamsters.

International Association of
Bridge, Structural, Ornamental &
Reinforcing Ironworkers.

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 Owner and employers are signed to the Adherence Agreement.

Adam Clark Ltd.	Lancaster Sheet Metal Ltd.
Aecon Industrial Ltd.	Larco Industrial Services Ltd.
Aggressive Metals Inc.	Mainway Industrial Installations Inc.
Alberici Constructors Ltd.	MBB Mechanical Services Ltd.
Aldershot Rentals.	McElroy Brothers Ltd.
Alstom Canada Inc. (Power)	McGowan Insulations.
Aluma Systems Inc.	Mid America Gunitite.
Ambler & Company.	MWS Solutions Inc.
Anmar Mech. & Electrical	Oblender Insulations inc.
B. Phillips Co. Ltd.	Pro Field Services 138197 Canada Limited.
Barclay Construction Limited	Pro-Insul Limited.
Benny Haulage Ltd.	R S Construction & Contracting.
Bestco Construction Corp.	Ran-Kev Maintenance Ltd.
C. H. Heist Ltd.	Robert Globe Electrical & Mechanical Ltd.
Comstock Canada Ltd.	Sayers & Associates Industrial Division Ltd.
Cooling Tower Maintenance	Steward Mechanical Contracting.
Crossby Environmental Ltd.	Sutherland-Shultz Inc.
Crossby Insulations Ltd.	TESC Integrated Construction Services.
Custodis-Cottrell Ltd.	The Barclay Construction Group Inc.
D & N Constructions	The State Group Industrial Ltd.
Dayson Industrial Services Inc.	Total Mill Services o/a 1023837 Ontario Inc.
Dewar Insulations Ltd.	Trademark Industrial Inc.
DMR Mechanical & Electrical Inc.	Triple Crown Enterprises Ltd.
E.S. Fox Ltd.	Tube City IMS Canada Limited
Ecodyne Limited.	
Grace Instrumentation & Controls Ltd.	
H.H. Robertson.	
Holaco Installation Ltd.	
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.	
Kvaerner Songer Canada.	

APPENDIX 'C'

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

Air Products & Chemicals, Nanticoke, Ontario
Columbian Chemicals Canada Ltd., Hamilton, Ontario
GM Canada, St. Catharines, Ontario
Hercules Canada (2002) Inc., Burlington, Ontario
Lakeside Steel Corporation, Welland, Ontario
US Steel Canada Lake Erie Steel, Nanticoke, Ontario
US Steel Canada Hamilton Steel, Hamilton, Ontario
Vertis Communications, Stevensville, Ontario

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

APPENDIX 'D'

Understandings and Undertakings from the 2003 Renewal.

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.

Understandings and Undertakings from the 2006 Renewal.

- 1) The persistent cancellations of shifts/shutdowns has become an issue at Lake Erie Steel. The National Maintenance Council and employers agree to establish a joint sub-committee to determine appropriate notices and/or compensation if cancellations persist on an on-going basis during the lifetime of this agreement.
- 2) It is understood that employers will continue to ensure adequate rest and wash-up facilities for employees, even in short work duration situations.

Understandings and Undertakings from the 2009 Renewal

- 1) The employers agree to continue discussions with the National Maintenance Council for Canada regarding the provision of metatarsal footwear required at US Steel facilities.
- 2) It is agreed to establish a Joint Process to meet with US Steel representatives in order to improve communication and ensure the continuation of the valued relationship between the parties.

Understandings and Undertakings from the 2012 Renewal

- 1) The NMC will investigate and review the appropriate overtime formula covering the GM St. Catharines facility, to be completed March 31st, 2013.
- 2) The NMC will convene meetings with the operating engineers and production support employers to review and update the Production Assistance Appendix, dealing with stewards protection, shift premiums and other matters, prior to December 1st, 2012.

- 3.) 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.
- 4.) The parties agree to resurrect the Joint Process discussed in 2009 and work collaboratively to establish and schedule meetings with US Steel representatives. (See Appendix D – Understandings from the 2009 Renewal – Item 2)
- 5.) 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 \$30.00 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.

Interpretation of Application of Lake Erie Steel \$30.00 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 outgaes 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

NATIONAL MAINTENANCE COUNCIL

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 (15th) of the following month, along with a listing of the hours and trades being reported in a format approved by the NMC. Cheques should be made payable to the National Maintenance Council and forwarded to:

National Maintenance Council for Canada
700 Dorval Drive, Suite 502
Oakville, Ontario
L6K 3V3

ATTENTION: S.M. Smillie
Executive Director

NOTICE

Remittances to the National Maintenance Council must include an additional 13% for Harmonized Sales Tax.

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