

National Maintenance Council for Canada

New Brunswick National Maintenance Agreement Renewal 2019

## TERMS OF SETTLEMENT

Following discussions with affected Local Unions and Signatory Employers, the National Maintenance Council for Canada has finalized the renewal of the following agreements:

1. New Brunswick Intermittent NMA (2019 - 2022) covering Irving Oil Refining Division, Canaport LNG and other facilities.

Below are the changes to the agreement. All other provisions of the agreement remain “as is.”

1. ADD NEW LANGUAGE TO THE COVENANTS OF THE COLLECTIVE AGREEMENT
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Add New Covenants:

Whereas a number of unions have initiated a Standards of Excellence or similar programs for the development of their members, the parties to this Agreement support the goals of those programs.

Whereas the National Maintenance Council for Canada has initiated a Rules of Engagement Pledge, the parties to this Agreement support the goals of this program.

2. GENDER NEUTRAL LANGUAGE
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The National Maintenance Council for Canada agrees to review and revise current language within the New Brunswick Intermittent NMA collective agreement to be gender neutral.

3. ARTICLE 6.000 GRIEVANCES
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Existing Language:

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

Amend Language:

6.104 Step 3 Between the International Union Representative and the Labour Relations Manager or the highest official of the Company. Carriage and control of any grievance at Step 3 and beyond rests solely with the International Union Representative.

4. ARTICLE 9.000 WAGES

Delete Language:

9.100 The existing maintenance rate and benefit formula will be continued until such time that there is an alteration or cancellation of the one hundred (100) percent maintenance rate as established by Irving Oil Policy. The parties will review the maintenance formula in light of a cancellation or alteration of the policy.

5. ARTICLE 9.000 WAGES

Delete Language:

9.100 (i) Should there be more than a three-month delay in the renewal of the Local Agreement from the date of expiry, the Irving Energy Hub Agreement rate will apply on an interim basis for the affected trade. Once the local agreement rate is established Article 9.100 will apply.

6. ARTICLE 9.000 WAGES

Add New Articles:

9.600(i) Should Employees be short paid ten (10) or more hours or equivalent value on their weekly pay cheque or electronic deposit, the Company will provide a make-up payment no later than the third business day after the shortage was brought to their attention. Should this payment not be made, the penalty provision contained in Article 9.500 above will apply.

9.600 In the event that there is a payroll error (miscalculation) on the weekly pay cheque or electronic deposit (relating to wages, LOA and/or vacation pay only) where an Employee is short paid less than ten (10) hours or equivalent, the Company will have two (2) payroll periods, after notification is provided to the Company in accordance with the Company's normal payroll query process, to provide a make-up payment. Should this make-up payment not be made within the two (2) payroll periods, the Company will pay a penalty of \$100.00 per day from the date the Company was notified.

7. ARTICLE 9.000 WAGES

Add New Language:

9.501(i) Upon renewal of a local reference agreement the employer will have thirty (30) days from receipt of notification to implement any initial monetary changes. Payment of any initial increase will be paid retroactively to the implementation date.

8. ARTICLE 9.000 BENEFITS AND OTHER MONETARY FUNDS—ROPE ACCESS WORK

Add New Language:

Employees trained to level 1 Standards and qualified to perform work using Rope Access will receive \$6.00 above the rate while performing Rope Access work. This increase in wages will only apply while performing rope access work (includes preparation time).

9. ARTICLE 12.100 – HOLIDAYS

Amend Language:

12.100 The following days will constitute the recognized holidays within the terms of this agreement. Any other holiday proclaimed by either the Provincial or Federal Government will be automatically recognized within this Agreement.

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|---|---------------------|
| 1. New Year's Day   | 7. Labour Day       |
| 2. Irving Day   | 8. Thanksgiving Day |
| 3. Good Friday  | 9. Remembrance Day  |
| 4. Victoria Day   | 10. Christmas Day   |
| 5. Canada Day   | 11. Boxing Day      |
| 6. Civic Holiday (New Brunswick Day 1st Monday in August) |                     |

12.200 When a recognized holiday falls on a Saturday or a Sunday, the holiday will normally be celebrated on the following Monday. However, should the Owner determine another day be recognized for his operating personnel this day will be recognized by the Company forces.

12.300 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 a 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 the Saturday or Sunday, it is moved to the following Monday.

On maintenance, the overriding factor is harmonizing statutory holidays with in-plant workers. Should the owner determine another day be recognized for its people, this day will be recognized by company forces.

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

Good Friday will be observed on the first Monday of June (known as “Refinery Day” and is a Designated Day Off). Should Good Friday fall during a scheduled shutdown those employees hired on for the shutdown will observe the Holiday on the Thursday before the Holiday.

10. **ARTICLE 12.100 – HOLIDAYS**

**Add New Language:**

12.100 Any statutory holiday pay legacy funding (i.e. Paid Labour Day, etc.) covered by local union reference agreements are not applicable under this agreement.

11. **ARTICLE 15.000 WORK BREAKS**

**Existing Language:**

15.100 It is agreed that all Employees covered by this agreement working an eight (8) hour day 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.

**Amend Language:**

15.100 It is agreed that all Employees covered by this agreement working an eight (8) hour day 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.

Employees working a ten (10) hour day will be permitted fifteen (15) minutes in each half of their respective regular daily hours.

It is, however, understood that this shall be done in such a manner that will not stop the normal operation of the job.

12. **ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS**

**GENERAL OVERTIME CONDITIONS**

The following constitutes the general overtime conditions under the NB Intermittent NMA: (Please note that a series of Articles within the collective agreement will be affected and revised accordingly)

Short Term Maintenance on a 4/10 work week Monday to Thursday:

Monday – Ten hours at ST

Tuesday – Ten hours at ST

Wednesday – Ten hours at ST

Thursday – Ten hours at ST

Friday – Ten hours at OT

Saturday – Ten hours at OT

Sunday – All hours at DT

Stat Holiday – All hours at DT

Monday through Saturday DT will only be paid after working 12 hours.

13. ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS
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Existing Language:

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.

- i) As an option, a ten (10) hour day, four (4) day work week, Monday to Thursday may be established. 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 for those so assigned.

Amend Language:

16.100 Eight (8) hours per day shall constitute a standard workday between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive.

Start times may be staggered up to two (2) hours between 7:00 a.m. and 9:00 a.m. as above

- i.) As an option, a ten (10) hour per day, four (4) day work week, Monday to Thursday may be established. 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 for those so assigned.

14. ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS
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Add New Article:

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

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

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

b.) On an overtime day, the employee will be compensated an additional thirty (30) minutes at the double-time rate.

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

16.100(iii) It is understood that in order to be compensated for either paid break an employee must remain at the worksite for at least two (2) hours past the end of the paid break unless the employee has provided notification to the employer at the beginning of the shift that they will leaving early.

15. ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS
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Existing Articles:

16.200 b) The second or afternoon shift shall follow day shift and be established on an eight (8) or ten (10) hour worked basis. Shift premium shall be 12% of the applicable wage rate and shall be paid on all regular hours.

d) Shift payments are applicable to regular hours only; shift payments are not paid on overtime.

Amend Language:

16.200 b) Employees working a night shift, defined as shift starting after 5:00 p.m. shall receive a shift premium of \$3.50 per hour for all hours worked.

16. ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS
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Existing Article:

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

Amend Language:

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

Reporting late for work at the beginning of shift and leaving early at the end of shift shall result in the deduction of wages. The gate scans shall be recognized as the official Company time for Employees entering and exiting the facility. Reporting late for work shall also include early scanning out before a scheduled break and late scanning back onto site after a scheduled break.

The Company shall deduct, from the Employee in fifteen (15) minute increments, for any late / early scans throughout the scheduled work hours.

This process does not exclude the progressive discipline policy and Employees who continue to contravene the work hours / break schedule will be subject to the policy comprising a formal warning / suspension / termination process.

17. ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS
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Existing Language:

16.600 Overtime Meals: When an Employee works beyond ten (10) hours per day they shall be entitled to a meal break and a meal allowance issued by the Company. The meal break will be provided after ten (10) hours of work and subsequent meal breaks each four (4) hours thereafter.

When foremen are required to arrive at work up to one (1) 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 Article 16.600 paragraph 1 unless they work two (2) hours beyond the end of their normal shift.

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.

Amend Language:

16.600 Overtime Meals: When an Employee works beyond ten (10) hours per day they shall be entitled to a meal break and a meal allowance issued by the Company. The meal break will be provided after ten (10) hours of work and subsequent meal breaks each four (4) hours thereafter.

16.601 When forepersons are required to:

- 1) Start up to one (1) hour earlier, or
- 2) Finish up to one (1) hour later, or
- 3) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreperson's crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreperson shall not be entitled to a meal

or meal break as per Clause 16.600 unless those provisions are applicable to the rest of the crew.

18. ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME, SPECIAL ALLOWANCE AND OVERTIME MEALS

Delete Language:

- 16.600 The Company's obligation in respect to a meal entitlement shall be discharged by:
- a) Provision of a meal up to \$20.00
  - b) Payment in lieu at the rate of \$20.00 The Council may review this amount during the lifetime of this Agreement.

Add New Language:

- 16.600 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

19. ARTICLE 18.000 SAFETY

Add New Article:

- 18.200 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program.

20. ARTICLE 20.000 HIRING AND TRANSFER OF PERSONNEL

Add New Article:

- 20.100 b) Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their Employees in following sequence:
- i. The permit-members and retirees.
  - ii. The travel card members from other local unions outside of the province.
  - iii. Travel card members within the province.
  - iv. The member of the local union whose jurisdiction the work is being performed.  
Except that:



- i. The existing ratio of apprentices shall not be reduced until the work force reaches five (5) employees;
- ii. Consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

21. **ARTICLE 24.100 – AMEND DURATION AND TERMINATION OF AGREEMENT**

24.100 This agreement shall become effective July 1, 2019 and will remain in full force and effect until June 30, 2022 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.

22. **AMEND APPENDIX 'D' SUBSISTENCE**

Amend Language:

LOA will be paid on a pro-rated basis at \$13.00 dollars an hour up to a maximum of \$130.00 per day. Paid to a maximum of ten hours per day.

An employee will receive their entire LOA payment should work not be available or Inclement weather.

Appendix 'D' will be updated to reflect the agreed to changes.

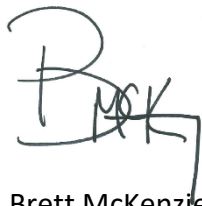
23. **BEREAVEMENT**

The Parties agree to add the Bereavement Protocol as an Appendix to the Collective Agreement and add Brother-In-Law and Sister-In-Law to the protocol

23. **ITEMS OF UNDERSTANDING**

- 1.) The Parties agree that the contractor will be responsible for payment for failed weld tests.

Regards,



Brett McKenzie