



**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 Industrial Operating Facilities in

**THE PROVINCE OF NEW BRUNSWICK**

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

**INTERMITTENT VERSION**

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# NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of July 2019

By and Between

Those Employers described in Appendix B

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

and

those International Unions who compose  
**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

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

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

**VARIOUS INDUSTRIAL OPERATING FACILITIES  
AS AGREED BY THE COUNCIL  
AND LISTED IN APPENDIX C**

The Council is composed of the International Unions as listed in Appendix "A".

Whereas the Company is engaged in the business of plant maintenance (as defined in Article 5) with miscellaneous industries, and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Council on behalf of its affiliates herein listed, with the Company, wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas the Member Unions have in their membership throughout the area members competent and qualified to perform the work of the Company.

Whereas the Company has employed and now employs members of the Member Unions on maintenance work recognized by the Unions 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 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.

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.

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

## ARTICLE 1.000 RECOGNITION

- 1.100 The Bargaining Unit under this Agreement shall comprise all Employees of the Company, coming under the jurisdiction of the Council Members signatory to this Agreement, now employed and employed in the future for maintenance work (as defined in Article 5) at the Owner's plant site as listed in Appendix "C" of this Agreement.

## ARTICLE 2.000 THE COMPANY AND THE UNIONS

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

## ARTICLE 3.000 UNION SECURITY

- 3.100 All Employees under this Agreement, as a condition of employment, shall be members of or secure membership in the Member Union of the Council and maintain such membership in good standing.
- 3.200 The Company will co-operate with the Member Unions in providing employment to their members and the Unions agree to assist the Company by all means in their power to secure necessary skilled and competent workers.
- 3.300 When any Member Union cannot supply qualified individuals within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified individuals who must immediately apply for membership in the respective Unions.

## ARTICLE 4.000 SCOPE OF WORK

- 4.100 The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) assigned by the Owner to the Company and performed by the Employees of the Company covered by this Agreement, within the limits of the Owner's plant site.
- 4.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event, the work shall be done in accordance with existing building construction agreements.
- 4.300 The Council and the Company understand that the Owner may, at their discretion, choose to perform or directly sub-contract work for any part or parts of the work necessary in 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.

## ARTICLE 5.000 DEFINITIONS

- 5.100 Maintenance shall be defined as any work (includes repair, renovation, revamp, upkeep, etc.,) performed within the limits of a plant property, or other locations related directly thereto on existing structures or equipment to keep a manufacturing, industrial facility and/or its equipment and machinery operating.
- 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 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- 5.400 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 final determination.
- 5.500 The term "Area Labour Agreement" or such term shall mean the existing Labour Agreement under which members of any of the International Unions who are members of this Council are employed in construction in the area where work under this Agreement is being performed.

## ARTICLE 6.000 GRIEVANCES

- 6.100 It is agreed that it is the spirit and intent of this Agreement to 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. It is further agreed that grievances initiated by the Company will commence at Step 2.
- 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 Foreperson, 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.
- 6.103 Grievances, other than those pertaining to the definition of maintenance as contemplated in Article 5.400, may be referred to the Local Labour Management Committee for resolution. Once referred, if not settled at this level, the grievance will proceed through the following steps of this procedure.
- 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.
- 6.105 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.
- 6.106 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 New Brunswick.

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 New Brunswick 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 appointed steward will be one of the last two (2) 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 95% of those as 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 When zone type wage structures are provided for in Area Labour Agreements in the area and are otherwise applicable in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate, unless otherwise provided for in this Agreement.

9.300 Employees who are laid off or terminated from the services of the company, shall normally receive their final wages, vacation pay due, unemployment insurance record of earnings, and apprenticeship books, before they leave the jobsite. Employees who quit will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.

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

9.500 Should wages, vacation pay, and employment insurance record of earnings not be mailed within this time period, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays until the mailing is made.

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.

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

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 (3<sup>rd</sup>) 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.

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.

9.700 Subject to Article 10.100 of this Agreement, in order to ensure uniform working conditions Employers signatory to this Agreement who are assigned work on a major plant shutdown at the Irving Oil Refinery, as defined by the site General Presidents' Maintenance Agreement (GPA), will work under the full terms and conditions of the site GPA for the duration of the major plant shutdown.

## ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

- 10.100 Welfare Funds, Pension Funds, Apprentice Training Funds and other Union and Employer Monetary Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s) except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.
- 10.200 Employees trained to level 1 standards and are qualified to perform work using Rope Access will receive \$6.00 above the rate while performing Rope Access work. This increase will only apply while performing Rope Access work including preparation time.
- 10.300 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.

## ARTICLE 11.000 COMPENSATION INSURANCE

11.100 For all Employees covered by this Agreement, the Company shall provide Workers' Compensation and other protective insurance as may be required by law.

## ARTICLE 12.000 HOLIDAYS

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

1. New Years Day	6. Canada Day	11. Remembrance Day
2. Family Day	7. Civic Holiday (New Brunswick Day-1 <sup>st</sup> Monday in August)	12. Christmas Day
3. Irving Day	8. Labour Day	13. Boxing Day
4. Good Friday	9. National Day for Truth & Reconciliation	
5. Victoria Day	10. Thanksgiving Day	

Any Statutory Holiday pay legacy funding (i.e. paid labour day, etc.) covered by local union reference agreements are not applicable under this agreement.

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.

## ARTICLE 13.000 REPORTING TIME

13.100 When an Employee reports for work, unless previously advised there is no work available, they shall be entitled to 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 hours worked or actual waiting time past the two (2) hours minimum

## ARTICLE 14.000 TRAVEL AND SUBSISTENCE

14.100 There shall be no room & board, travel allowance, mileage or pay for travel time applicable under this Agreement. The Company may however, under certain geographical and other conditions associated with some plant locations, pay an amount toward subsistence costs.

14.200 Eligibility for subsistence allowance in Article 14.100 will be based on a demonstrated need as jointly agreed among the applicable Union Business Manager and the Company prior to commencement of work, and on a duly completed written application per Appendix "D" Application for Subsistence.

## 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.

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.

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

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

16.100 (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.

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.

- 16.200 a) When two shifts are employed, the first or day shift shall be established on an eight (8) or ten (10) hour worked basis pursuant to Article 16.100.
- 16.200 b) Employees working a night shift, defined as a shift starting after 5:00 p.m. shall receive a shift premium of \$3.50 per hour for all hours worked.
- 16.200 c) Second and third shifts shall work over into Saturday a.m. on the above basis in order to complete the shift.
- 16.200 d) It is understood the lunch breaks are unpaid excluding Saturday and Sundays where lunch breaks are paid at the applicable rate.
- 16.200 e) Each shift Employee must be scheduled for a minimum of three (3) consecutive work days. Should the shift be cancelled prior to completion of the three (3) consecutive work days, affected Employees will be paid at applicable overtime rates for all hours worked outside the regular work day, as specified in Article 16.100.
- 16.300 All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Saturday. Double time (2x) will be paid after twelve (12) hours Monday to Saturday.
- All time worked on Sundays and Statutory Holidays shall be paid for at the rate of double time (2x).
- 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 and/or 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 and/or break schedules will be subject to the policy comprising a formal warning, suspension and termination process.
- 16.500 By mutual consent of the Company and the Union Representative, 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.
- The Council, upon application by the Company, will consider the implementation of a four (4) ten (10) hour day standard work week, when site conditions warrant it.
- 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 break 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.

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, excepting shift work defined in Article 16.200, Sundays and Holidays) he shall be entitled to a meal allowance when overtime work exceeds eight (8) hours.

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

Entitlement to subsequent meal allowances will occur at 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 subsequent meal, the thirty (30) minute break shall not count as overtime work.

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

## ARTICLE 17.000 TRANSPORTATION

- 17.100 At plant locations where private transportation is not permitted, the Company shall furnish transportation that provides 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.

## ARTICLE 18.000 SAFETY

- 18.100 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 Area Agreement, or applicable Safety Laws.

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

## ARTICLE 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 Unions, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

## ARTICLE 20.000 HIRING AND TRANSFER OF PERSONNEL

20.100 a) The Company agrees to hire and/or transfer workers in any territory where work is being performed or is to be performed in accordance with the procedures outlined by each Council affiliates' Local Area Agreement. In reference to the 48 hour rule, Article 3.300 applies. Manpower requests to the Local Union halls will be made and/or confirmed by facsimile.

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.

20.200 Where recall arrangements are not covered by a current understanding with the Local Union, the Employer may, on unplanned outages, request recall of local union members who have valid customer and contractor orientation certificates within thirty (30) calendar days of lay-off. The Employer will provide a list of such individuals to the Local Union for recall.

20.201 It is understood that the Company has provided site specific training at the Irving site applicable to certain individuals trained at the Company or Irving's expense. The employer may request these individuals by name within thirty (30) calendar day of lay-off, should they be on the out of work list.

## ARTICLE 21.000 CREW SIZE, SUPERVISION AND FOREPERSON

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

21.200 The Owner reserves the right to provide its own personnel for direct supervision of the work forces as it deems necessary due to the technical nature of the work and dispersment of the work force.

21.300 The determination of the number of foreperson on maintenance work, and their designation as working or non working foreperson, shall be the responsibility of the Company.

The selection and retention of foreperson will be the responsibility of the Company. The appointment of foreperson in charge of composite or mixed crews will take into account the nature of the work to be done.

## ARTICLE 22.000 LOCKOUT AND WORK STOPPAGE

22.100 There shall be no lockout by the Company, and no work stoppages by the Union.

22.200 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:

22.201 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.

22.300 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 construction strike or lockout.

## ARTICLE 23.000 MANAGEMENT CLAUSE

23.100 The Company shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the prosecution of the work, the determination of the competency and qualifications of their Employees, 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 24.000 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.

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



## ARTICLE 25.000 ELECTRONIC SIGNATURE

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

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

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

# APPENDIX A

## SIGNATORY UNIONS

### VICE PRESIDENT

International Association of Heat & Frost Insulators & Allied Workers

### 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 list may be amended from time to time as maintenance work is awarded to maintenance employers by owners listed in Appendix 'C'.

- AC & S Insulations.
- Aluma Systems Canada
- APTIM Services Canada Corporation
- Atlantic Plant Installation Canada Inc.
- Babcock & Wilcox
- Black & McDonald
- CIMS Limited Partnership
- Elite Scaffolding Systems Inc.
- Fundy Ventilation Ltd.
- Ganotec Inc.
- G.J. Cahill & Company Limited
- Gardner Electric Ltd.
- Guildfords 2000 Inc.
- Horton CBI, Limited.
- ICS State Group.
- Industcom Insulation Contractors (1995) Inc.
- J.E. Wilson Roofing Co. Ltd.
- Jamac Painting and Sandblasting Ltd.
- Karvic Mechanical Inc.
- Lorneville Mechanical Contractors Ltd.
- Loyalist Painting Ltd.
- Marque Construction Limited.
- Master Mechanical Contractors Inc.
- Matrix Service Industrial Contractors ULC.
- Norman W. Francis Ltd.
- Ocean Steel & Construction Ltd.
- On-Site Mechanical Ltd.
- Parker Kaefer, linc.
- PFP Installations.
- Pro-Insul Ltd.
- Quadra Industrial
- RFI Industrial Contractors Ltd.
- R.M.E. Inc.
- Safway Scaffold Services Inc.
- Scaffold E&D Ltd.
- Security Mechanical Ltd.
- ST Delta Canada Inc.
- Sunny Corner Enterprises Inc.
- Thermal Energy Conservation Inc.
- TISI Canada
- Trent Industrial Contractors Ltd.
- Vesuvius Canada Refractories Inc.

- Wildwood Masonry Ltd.

# APPENDIX C

The Agreement applies to projects in the Province of New Brunswick as listed below:

- **IRVING OIL REFINING DIVISION, SAINT JOHN - (3 SITES)**
  - Refinery Complex
  - Canaport
  - East Saint John Terminal
- **CONSUMERS PACKAGING, SCOUDOUC**
- **CANAPORT LNG FACILITY**

# APPENDIX D

## NATIONAL MAINTENANCE AGREEMENT APPLICATION FOR SUBSISTENCE (ARTICLE 14.200)

**GENERAL:** It is agreed between the Company and National Maintenance Council that Union members who are resident in the immediate geographic area will be employed.

When the Union finds it necessary to employ outside members in preference to resident members, no subsistence is applicable except as herein provided.

**QUALIFICATION:** The following conditions are necessary to qualify for one hundred and thirty dollars (\$130.00) subsistence allowance:

- that there are no local union members in the trade (or having the required trade skills) available within one hundred (100) road kilometers (one way);
- that the Employee is required to travel at least one hundred (100) road kilometers (one way) from his/her permanent address;
- that the Employee provides lodging information to facilitate after hours contact;
- that this application is duly completed and approved.

**PAYMENT:** Subsistence will be paid on a pro-rated basis at thirteen (\$13.00) dollars an hour up to a maximum of ten (10) hours per day. On a regular eight (8) hour workday the payment of subsistence will be pro-rated and paid at the rate of sixteen dollars and twenty-five cents (\$16.25) an hour up to a maximum of eight (8) hours. An Employee will receive their entire subsistence payment should work not be available or inclement weather.

**EMPLOYEE APPLICATION:** \_\_\_\_\_  
(Please Print) Last Name First Middle

**PERMANENT RESIDENCE:**  
Street & No. \_\_\_\_\_  
R.R. # & P.O.Box \_\_\_\_\_  
City, Town. \_\_\_\_\_  
Country, Province. \_\_\_\_\_  
Postal Code. \_\_\_\_\_  
Telephone No. \_\_\_\_\_

**LODGING INFORMATION:**  
Name of Hotel/Motel/Boarding House \_\_\_\_\_  
City, Town. \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Manager's Name. \_\_\_\_\_

**PROOF OF PERMANENT RESIDENCE:** Original Documents (not photocopies) are required for Proof of Permanent Residence. These will be verified by the employer, copied and returned. Two (2) of the following are acceptable. Check Two (2).

Income Tax Assessment \_\_\_\_\_ N.B. Hospital/Medical Card \_\_\_\_\_  
Property Tax Assessment \_\_\_\_\_ Employment Insurance \_\_\_\_\_  
Drivers Licence \_\_\_\_\_

**WORK REFERRAL:** Employer \_\_\_\_\_ Work Location (Plant) \_\_\_\_\_  
First Day Work \_\_\_\_\_ Craft \_\_\_\_\_ Skill \_\_\_\_\_  
(yy/mm/dd)

I hereby swear the above information to be true and correct and apply for subsistence having met the above qualifications. I understand that the information given is subject to verification and that any subsistence paid based on false information is subject to recovery.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**UNION BUSINESS MANAGER:** I certify that the Employee's permanent address is true and correct to the best of my knowledge and is as shown in our records, and that this Employee meets the requirements for subsistence in accordance within Article 14.200 and as outlined above.

Union Business Manager/Designee (Print) \_\_\_\_\_ Local \_\_\_\_\_  
Signature of Union Business Manager \_\_\_\_\_ Date \_\_\_\_\_

**COMPANY (EMPLOYER):** I certify the above information to be true and correct to the best of my knowledge, that the above Employee qualifies for subsistence and that we were required to bring in the Employee as no local union member was available to meet the Owner's requirements. Permanent Residence original documents verified and copies signed.

(Attach Signed Copies) YES \_\_\_\_\_ NO \_\_\_\_\_  
Company Name \_\_\_\_\_ Date \_\_\_\_\_  
Company Representative (Print) \_\_\_\_\_  
Signature of Representative. \_\_\_\_\_

# APPENDIX E

## NEW BRUNSWICK BEREAVEMENT PROTOCOL NATIONAL MAINTENANCE COUNCIL FOR CANADA (NMC)

### PURPOSE

The National Maintenance Committee for Canada and its Signatory Employers have created a protocol for New Brunswick Intermittent NMA Agreement that would allow for bereavement benefits. This protocol is seen to be beneficial in the further growth of the maintenance industry.

### ARTICLE I - DEFINITIONS

For purposes of Bereavement Pay Benefits set out in Article II below, the following definitions apply:

- 1.01 “Bereavement Pay Benefits” means the benefits as set out in Article II hereof.
- 1.02 “Child” means a biological or legally adopted child of an Employee, or a stepchild or other child who is or has been dependent upon the Employee for support and who lives or has lived with the Employee in a regular parent-child relationship.
- 1.03 “Grandparent” shall mean the parent of an Employee’s Parent.
- 1.04 “Employee” means an employee of the Company who at the time of the funeral or memorial service has been in the continuous employ of the employer for a period of twenty-four months (24) or longer and who is in good standing with his or her Union, as defined by the Constitution of the applicable affiliated Building Trades Union and working under the National Maintenance Agreement.
- 1.05 “Parent” means a birth parent or legally adoptive parent or step-parent and “Parent-in-law” shall mean the parent of an Employee’s Spouse.
- 1.06 “Sibling” means a birth sibling or legally adopted brother or sister, step-brother, step-sister, brother in-law, sister in-law or other person sharing a common parent with an Employee.
- 1.07 “Spouse” means a husband, wife or same-sex partner by virtue of a religious or civil marriage ceremony, except that a person of the same or opposite sex living with an Employee will be deemed to be the employee’s spouse if such person publicly represented as the Employee’s spouse for a continuous period as established by law in the province of New Brunswick.
- 1.08 “Brother In-law” or “Sister In-law” means the brother or sister of the Employees spouse.

## ARTICLE II – BEREAVEMENT PAY BENEFITS

- 2.01 Bereavement Pay Benefits in an amount of one hundred and thirty dollars (\$130.00) shall be paid to an Employee for up to three (3) days of lost work incurred as a result of the Employee's attendance at a funeral or memorial service upon the death of an employee's Spouse, Child, Parent, Parent-in-Law, Grandparent, Sibling, Brother In-law or Sister In-law.
- 2.02 Bereavement Pay Benefits shall only be paid to an Employee who:
- (a) was employed at the time of the funeral or memorial service and was not reimbursed by the Company for lost wages for the days claimed;
  - (b) if employed at the time of the funeral, provides a completed Application for Bereavement Benefits form as prescribed by the Employer.
  - (c) has filed a claim for benefits on the required form (Schedule 1) within 60 working days of the death of one of the following persons as defined in Article I: spouse, parent, sibling, brother/sister in-law grandparent or child; and
  - (d) provides a documentation acceptable to the Employer which establishes the death of the individual and the relationship of the Employee to the deceased within 60 working days of the death. This may include but is not limited to a photocopy of the deceased person's death certificate, death notice, memorial card or obituary.
  - (e) this payment will not be applicable to those Employees who have alternative coverage provided by their Local Union.

## ARTICLE III - AMENDMENT

- 3.01 The parties agree to meet, if necessary, at a time and location determined by mutual agreement to review the experience of the program from implementation to that date and determine if any amendments or adjustments are required.
- 3.02 Subsequent to a review, the Protocol may be amended in any respect, from time to time, by agreement of the Parties.



#### **ARTICLE IV – MISCELLANEOUS PROVISIONS**

- 4.01 If any provision of this Protocol, or the rules and regulations made pursuant thereto, are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Agreement or the said rules and regulations.
- 4.02 Wherever the singular and/or masculine and/or neuter is used throughout the Agreement the same shall be construed as meaning the plural and/or feminine or a body corporate where the context or the Parties hereto so require.
- 4.03 The headings used herein are for ease of reference only and shall not be deemed to form part of the Agreement.

## Application for New Brunswick Bereavement Allowance

Employee Name \_\_\_\_\_ Badge # \_\_\_\_\_  
Home Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-mail address \_\_\_\_\_  
Trade \_\_\_\_\_ Union \_\_\_\_\_  
Site \_\_\_\_\_ Supervisor \_\_\_\_\_  
Date of Application \_\_\_\_\_

In making application for the bereavement allowance I agree to be bound by all terms and conditions established under the New Brunswick Bereavement Protocol currently in effect between the National Maintenance Council for Canada and the signatory contractors.

I am making this claim for bereavement allowance for \_\_\_\_/\_\_\_\_/\_\_\_\_

to \_\_\_\_/\_\_\_\_/\_\_\_\_ during which time I was absent from work to attend a funeral or memorial service for \_\_\_\_\_.

The deceased person was related to me as:

- Spouse
- Child
- Parent or Parent-in-law
- Grandparent
- Sibling (Brother or Sister)
- Brother In-law or Sister In-law

### REQUIRED DOCUMENTATION

In order to process your application for the New Brunswick Bereavement Allowance, you must include documents supporting this application including proof of death and relationship to the deceased. If you do not submit the required documents, your application cannot be processed. This may include but is not limited to a copy of the deceased person's death certificate, death notice, memorial card or obituary.

**All Employee claims must be filed within sixty (60) calendar days of the death. In order to qualify for the Employee must have been employed by the Employer for at least twenty-four (24) months of continuous service prior to the date of death and must be employed by the employer when the death occurs.**

**In signing this application I verify that all the information contained herein is accurate and true. I understand that false or fraudulent claims will be treated as fraud and in the event that this application is determined to be false or fraudulent the employer may recover any monies paid to me from my regular pay including from my final pay from the employer.**

**Employee signature \_\_\_\_\_ Date \_\_\_\_\_**

**Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_**

**LR Authorization \_\_\_\_\_ Date \_\_\_\_\_**

**Payroll Approval \_\_\_\_\_ Date \_\_\_\_\_**

**Completed forms are to be held in employee personnel file.**

# ADMINISTRATION FUND

NATIONAL MAINTENANCE COUNCIL FOR CANADA

In accordance with Article 10.200, the Employer and all Sub-Contractors to this Agreement shall pay ten cents (\$0.10) per hour earned into the Administration Fund of the National Maintenance Council for Canada. This amount shall be remitted monthly by 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 13% Harmonized Sales Tax (HST) to be remitted along with National Maintenance Council remittances monthly.**

# 2019 ITEMS OF UNDERSTANDING

- 1.) The parties agree that the Contractor will be responsible for payment of failed weld tests.