



**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 for

**NEW BRUNSWICK POWER CORPORATION**

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# NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of December 2015

By and Between

Those Employers described in Appendix B

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

and

those International Unions who compose

**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

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

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

**NEW BRUNSWICK POWER CORPORATION**

hereinafter referred to as the "**OWNER**"

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

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

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

Whereas the Company has employed and now employs members of the Member Unions on maintenance work recognized by the Unions of the AFL-CIO as being within the jurisdiction of said unions.

Whereas, in order to ensure relative equity and uniform interpretation and application, the Unions, through the duly appointed and constituted National Maintenance Council for Canada, wish to negotiate and administer the said Collective Agreement in concert, each with the other, and all with the Company.

Whereas the Company and the Council desire to mutually establish hours of work and working conditions for the employees on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

Whereas the Company and the Council agree that due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of the Agreement, and provisions must be made to achieve this end.

Whereas, it is recognized that all employees covered by this Agreement, shall have the protection of all existing Federal, Provincial and Local laws applicable to employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial or Municipal regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is now applicable. Nor shall it affect the operation of the remainder of the provisions of the Agreement within the limits to which law or regulation is not applicable.

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(s).

## 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. The Unions will provide manpower on a best effort basis for emergencies, including forced outages, environmental and safety related work.

- 3.300 When any Member Union cannot supply qualified men within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified men who must immediately apply for membership in the respective Unions before commencing work.

## 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 (s).
- 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.

## 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 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 a permanent committee consisting of two representatives of the Owner and two representatives of the National Maintenance Council appointed by the Chairman.
- 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.

## ARTICLE 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 to the National Maintenance Agreement Policy Committee for a decision to become effective immediately.
- Step 5 Failure of the National Maintenance Agreement Policy Committee 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.

## 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 three (3) employees on the job, provided he is qualified to do the work at hand.
- 8.300 Prior to termination of a Steward for any reason, the Company will notify the Local Union Office.

## 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 Employees, who are laid off or terminated from the services of the Company, shall normally receive their final wages, vacation pay due, employment 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.

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 employment 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 Holidays. EI Record of Employment (ROE's) will be filed electronically, or at the employees request mailed to the employees last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.

Should the wages, vacation pay due, and employment insurance record of earnings not be mailed within this time period, the Company will pay a penalty of one hundred dollars (\$100.00) per day until the mailing is made.

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 Holidays from date of termination.

- 9.300 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.

## ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

- 10.100 Vacation Pay and Statutory Holiday percentages/payments, Welfare Funds, Pension Funds, Apprentice Training Funds and other Union 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 The Company will not be required to contribute to any Industry or Promotion Funds established by Employers for the Construction Industry and contained in Construction Agreements.
- 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 All time worked on the following holidays shall be paid at the rate of double time.

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, New Brunswick Day (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas and Boxing Day.



If an additional holiday is proclaimed by the Provincial Government during the lifetime of this agreement it will be added to the list of Holidays.

- 12.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday or Tuesday following unless changed by mutual agreement between the Company and the Union Representative.
- 12.300 Should any of the above listed holidays fall on a Friday, Saturday or Sunday when working the 4 x 10 work week, the observance of the Statutory Holiday will be governed in accordance with Item #4 contained in Appendix 'E'.

## ARTICLE 13.000 REPORTING TIME

- 13.100 When an Employee reports for work, unless previously advised there is no work available, he shall be entitled to two (2) hours pay at the appropriate day or shift rate.
- 13.200 The work contracted will not be less than the equivalent of eight (8) hours at straight time pay per newly referred qualified Employee.

## 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, the Company and the Owner prior to commencement of work, and on a duly completed written application per Appendix "C" Application for Subsistence.
- 14.300 Employees hired for emergency outages which last three (3) days or less and whose residence is more than one hundred (100) road kilometres from the site will, in addition to subsistence payments pursuant to Appendix 'C', be paid \$0.41 per road kilometre calculated from their residence to the site and return at hire and at layoff.

## ARTICLE 15.000 REST 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. It is, however, understood that this shall be done in such a manner that will not stop the normal operation of the job.

It is understood that rest break entitlement and rest break periods may be rearranged to align with the owner's employees entitlement and rest break periods.

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

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. It is understood that the normal starting times, rest breaks, mid-shift lunch periods may be varied to allow the company to align its employees hours of work with the owner's inplant (local) agreement covering its employees.

At the Owner's request, the Employer may implement a four (4) x ten (10) hours per day work schedule, Monday to Thursday. 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. The operation of this schedule will be governed in accordance with the terms and conditions outlined in Appendix 'E'.

It is recognized that the standard work day of eight (8) hours and the forty (40) hour work week may, at the Owner's request, be altered where there is a requirement to interface with the Generating Station work force. In such situations, Employees will work the Generating Station's compressed work week hours of work, provided that the equivalent of a forty (40) hour work week will be achieved during the compressed work week cycle.

If the Employee is not given the opportunity to complete the compressed work week cycle, he will be paid at the prevailing overtime rate for all time worked beyond eight (8) hours per day during that cycle. Hours worked in excess of the compressed work week regular hours will be paid for at overtime rates in accordance with the conditions specified in Article 16.300. Specific overtime payment conditions will be established at the commencement of each compressed work week occurrence.

- 16.200 a) When two or more shifts are employed the first or day shift shall be established on an eight (8) hour worked basis pursuant to Article 16.100.
- 16.200 b) The second or afternoon shift shall follow day shift and be established on an eight (8) hour worked basis. Shift premium shall be 12% of the applicable wage rate and shall be paid on all regular hours.
- 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) Shift payments are applicable to regular hours only: shift payments are not paid on overtime.
- 16.200 e) It is understood the lunch breaks are unpaid excluding Saturday and Sundays where lunch breaks are paid at the applicable rate.
- 16.200 f) 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 time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid for at the rate of time and one-half (1 1/2) for the first four (4) hours of overtime. Any overtime beyond the first four (4) hours shall be paid at the rate of double time.

Except as provided for in Article 16.200 all time worked on Saturdays will be paid at the rate of double time.

All time worked on Sundays and Holidays shall 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 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.

16.600 This Article refers to radiation protection and is only applicable at Point Lepreau Generating Station.

Special Allowance (Nuclear): When an Employee works in a protective chemical suit or suits of the fully enveloping type with an independent air supply he shall be paid a special allowance of \$3.00 per hour worked with a minimum of two (2) hours pay during a regular work day. During overtime hours, this allowance shall be \$3.00 per hour worked with a minimum of one (1) hour's pay. Should this premium be increased for the Owner's employees, such increases will also apply to this Agreement.

16.700 Overtime Meals: 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 allowance when overtime work exceeds two (2) hours.

When extension overtime can reasonably be expected to exceed two (2) hours, the first (1st) meal break may be advanced to the conclusion of the normal workday. Subsequent meal breaks will be approximately each four (4) hours thereafter. It will be the prerogative of the company in conjunction with the Business Agent to arrange meal breaks for efficiency and convenience of the job as well as to match the hours of work and breaks with those of New Brunswick Power employees.

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 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:

- a) Provision of a meal up to \$22.00
- b) Payment in lieu at the rate of \$22.00

## 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 job site and back to the gate, when said distance is one-half (1/2) mile or more. If transportation is required, the Company shall transport 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 overtime will apply.

## ARTICLE 18.000 SAFETY, SECURITY, PROTECTIVE CLOTHING & TOOLS

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 The employees covered by the terms of the agreement shall at all time be bound by the security rules and regulations as established by the Owner, company and where applicable, the Canadian Nuclear Safety Commission.

18.300 The company is to provide coveralls to all employees while on the Owner's premises. Protective clothing required for hazardous or dirty work will be provided by the company.

18.400 At company request, employees will supply tools as provided for in the Area Labour Agreement for their trade. The company will provide a safe and secure area to store the tools and provide adequate insurance.

18.500 This Article refers to Point Lepreau Generating Station only.

As of January 1, 2011, individual employees will be required to provide their own composite safety boots for wear at the Pt. Lepreau site. The owner will advise affected employees and local unions of this requirement at least 12 months prior to its implementation.

## 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 MEN

- 20.100 The Company agrees to hire men 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. Manpower requests to the local union will be made and/or confirmed by facsimile and/or email.
- The name hire provision at minimum will follow the Industrial agreement formula to the extent that name hire provisions available on construction would be available to maintenance contractors as well. This means, if for example, 50% name hire is available in the industrial agreement then it would also be available on maintenance.
- 20.200 It is generally agreed the Company has the right to transfer Employees to work locations within the Union's geographic area with the prior permission of the Union Business Manager which will not be unreasonably withheld. Transfers are not permitted to displace existing Employees.
- 20.300 This Article refers to Point Lepreau Generating Station only.
- The employer may request employees who hold a current site security clearance and a current "Yellow" and/or "Green" Badge Certification. In emergency situations, the employer may request employees who hold a current site security clearance and a current "Orange" Badge Certification.
- 20.400 The employer will reimburse the employee for the cost of the criminal background check upon the provision of a receipt or other acceptable proof.
- 20.500 The unions undertake to dispatch only employees who can demonstrate completion of the New Brunswick Construction Safety Association Core Training program, specifically Workplace Hazardous Material Information System (Generic), Safety Orientation, Confined Space (General Awareness) and Fall Protection (Basics For Workers).
- 20.600 Employees who attend specific, technical training courses or re-certification courses associated with their maintenance duties which are organized by the company beyond their normal hours of work or on a Saturday, Sunday or earned day off shall be paid at the straight time rates of pay.
- 20.700 In the event the owner changes annual maintenance supply employers, affected employees may be transferred to the new annual maintenance supply employer. It is understood that all affected employees at the time of transfer will be offered a transfer.

## ARTICLE 21.000 CREW SIZE, SUPERVISION AND FOREMEN

- 21.100 The crew size shall be any number of men required to safely perform the work and shall be increased or decreased at the discretion of the Company.
- 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 foremen on maintenance work, and their designation as working or non-working foremen, shall be the responsibility of the Company in accordance with the Company's

Contract with the Owner. The selection and retention of foremen will be the responsibility of the Company. The appointment of foremen 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, 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.
- 22.200 It is agreed the work force in effect on any site will not be increased or 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 his 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 The duration of the agreement will become effective December 1, 2015 and will remain in effect until November 30, 2020 and 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.
- The Parties agree to meet at the end of year three to review travel and subsistence provisions contained within the agreement.
- 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 following listed Employers are signatory to the National Maintenance Agreement in place at New Brunswick Power Corporation.

- 604789 NB Ltd. (Falls Construction General Contractors)
- ABB Combustion Services Division
- AC & S Insulations
- Acon Construction
- Acuren Group Inc.
- Alta Civil Contractors Limited
- Altair Contracting Ltd
- Alternative Concrete Technologies Ltd
- Aluma Systems Inc
- Applus RTD Technico Inc.
- Arthur Sivret & Fils Ltee
- A-Tech Roofing Ltd
- Atlantic Underground Services
- Atlantic Drywall (1997) Limited
- Atlantic Industrial Cleaners
- Atlantic Plant Installation Canada Inc.
- Atlantic Roofers Ltd
- Atlantic Thermal Wrap Limited
- B & J Sprinklers Ltd
- Babcock & Wilcox Industries Ltd
- Barrington Industrial Services Ltd
- Black & McDonald Ltd
- Bryon Macdonald
- C & E Refractories
- Canadian Maritime Engineering Ltd
- Caper Scaffold Services Inc.
- Capital Crane Rentals Ltd
- Catalytic Maintenance Inc
- CC Millwright Ltd
- Charco Marine Engineering
- Coastal Refractories
- Comstock Canada Ltd
- Controls & Equipment Ltd
- Crosbie Industrial Services
- Cusodis Cottrell Canada Inc.
- D & B Mechanical Inc
- Debly Enterprises
- Donalco Atlantic Inc
- Dowd Roofing Inc.
- Dynamik Industrial Group
- East Coast Abatement Inc
- Eastcoast Maintenance Services Limited

- EBC Inc
- Edwards Sprinkler
- Elite Scaffolding Systems Inc.
- Envirosystems Incorporated
- Extreme Air Ltd.
- First Choice Ventilation Ltd
- Flynn Canada Ltd
- Fundy Fencing Ltd
- Fundy Ventilation Ltd
- Galbraith Construction Ltd
- Gardner Electric Ltd
- Guild Constracting Specialties
- Guildfords Ltd
- H.D. Macmackin
- He Merchant & Sons Ltd
- Horton CBI Limited
- HSE Intergrated
- ICS-State
- IKM Testing (Canada) Ltd
- Icon Insulation Atlantic Canada Inc.
- I-Line Electric
- Industcom Insulation Contractors
- Irving Equipment
- J.E. Wilson Roofing Co.
- J.G. Hartling Limited
- Jamac Painting & Sandblasting
- John Flood & Sons
- Kamyrr Construction Maritimes
- Karvik Mechanical Inc
- Kelson & Kelson
- L. Maintenance Limited
- Lawton's Mechanical Limited
- Life Safety Systems (Sayers & Assoc.)
- Lindsay Construction
- Lorneville Mech. Contractors Ltd
- Loyalist Painting
- Macdonald Applicators Limited
- Macdonald Crane Rentals Ltd
- Marid Industries Limited
- Maritime Fencing Inc
- Maritime Rescue and Medical
- Martin Roofing
- Masontech
- Mcclean Chimney Company Limited
- Memco Controls
- Minto Machine
- MJS Construction Services Ltd
- Monquart Enterprises
- MQM Quality Manufacturing Ltd
- Norman W. Francis Limited
- Northeastern Enterprises Ltd

- Northshore Insulators
- O'Brien Electric Company Limited
- O'Brien Material Handling
- On Location Machining Services Ltd
- Parker Kaefer Inc.
- Peter M Cox Enterprises Ltd
- PFP Installations
- Phoenix Safety & Rescue Ltd.
- Plibrico Canada Limited (Narco)
- Premier Refractories Canada
- Proset Steel Inc.
- R.A. Woods Construction Limited
- Reintjes Construction Canada Inc
- Rejean Richard Limited
- Remote Access Technology Inc
- Restigouche Construction Co. Ltd
- RHI Canada Inc
- Rope Access Maintenance (RAM)
- Roso Steel Limited
- Safway Scaffolding Services Inc
- Sancton & Son Ltd
- Scaffold Connection Corporation
- Scaffold E & D Ltd
- 708703 N.B. Ltd. DBA Creative Safety Solutions
- Skyway Canada Limited
- Smith Mccarthy Painting Contractors Ltd
- Spectrum Enterprises Ltd
- Sunny Corner Enterprises Ltd
- Sussex Mechanical & Welding Ltd
- Technical Heat Treatments Services Ltd
- Theriault Coast Diving Inc
- Thibeault & Fontaine Sandblasting
- TISI Canada Inc.
- Topcoat Solutions Inc
- Trac Industries
- Trentec Inc
- Vesuvius Canada Refractories Inc.
- Viking Fire Protecton
- Vipond Fire Protection (Div. Of Vipond)
- Wartsila Canada Inc.
- Western Industrial Services Ltd.
- Will P Dowd & Sons Limited
- Wood Buffalo Scaffolding Ltd

The list may be amended from time to time as maintenance work is awarded by the Owner.

# APPENDIX C

## 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 five dollars (\$105.00) per day worked subsistence allowance. Effective January 1, 2018 subsistence will increase to one hundred and ten dollars (\$110) per day worked.

- 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.

**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 D

## *UNDERSTANDING ON CORPORATE CHANGE*

In the event that New Brunswick Power sells, leases, or otherwise disposes of one or more of its generating stations during the life time of this collective agreement, it is understood that New Brunswick Power is able to assign the benefits and obligations of the terms and conditions of the current National Maintenance Agreement to the new "Owner".

It is further understood that in the event that NB Power divides into one or more corporate bodies (said division being in the form of the creation of successor entities, operating companies, subsidiaries and/or affiliates and hereinafter referred to as Successor Entities), the benefits of this Collective Agreement shall endure and apply in full to said Successor Entities and that said Successor Entities shall be deemed to be included in the definition of "Owner" under this Collective Agreement.

# APPENDIX E



## NATIONAL MAINTENANCE COUNCIL FOR CANADA

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April 21, 2011

Mr. Gary Ritchie, President  
NB Building and Construction Trades Council  
P.O. Box 910, Station A  
Fredericton, NB E3B 5B4

Dear Gary:

The National Maintenance Council has had some further discussion with representatives of NB Power regarding the operation of 4 x 10 work week under the NB Power NMA. This follows our letter of April 23, 2008 and outlines the operation of a 4 x 10 work week under the NB Power NMA on a go forward basis from this date.

NB Power advised as follows:

1. Most applications of the 4 x 10 work week have been at the request of the employees. Often this would start with the first trade on site for a specific piece of work. As other trades arrive for their work they have followed on the 4 x 10 established schedule.
2. The 4 x10 schedule will be worked under the terms of the existing agreement.
3. Overtime will be time and one half for the first 2 hours worked before or after the regular 10 hour work day Monday to Thursday. Time and one half will be paid for the first 12 hours worked on Friday, equaling the 20 hours of time and one half paid in a 5 x 8 work week. Double time will be paid for all other overtime.
4. If a statutory holiday falls on the Friday, Saturday or Sunday it will be moved into the work week for recognition. If a statutory holiday falls within the work week it will be celebrated on the day it falls. This will provide for a maximum of 30 hours at straight time in any week that a statutory holiday is celebrated.
5. Subsistence will continue to be paid as per Appendix C of the agreement.
6. Employees who work more than 10 hours will be entitled to an overtime meal and break pursuant to Article 16.700 or appropriate pay in lieu. When foremen are required to start up to one hour earlier or finish up to one hour later, or start up to ½ hour earlier and finish up to ½ hour later than their crew, for purposes of organizing work, hand off etc, the foreman shall not be entitled to an overtime meal and break unless those provisions are applicable to the rest of the crew
7. The above rules will apply to any establishment of a 4 x 10 work week.
8. Employees requesting the establishment of 4 a x 10 work week should be aware of the application of the agreement in this regard.

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700 Dorval Drive, Suite 502, Oakville, Ontario L6K 3V3 Tel: (905) 849-8415 Fax: (905) 849-8154  
internet: [www.gpmccanada.com](http://www.gpmccanada.com) E-Mail: [inquiries@gpmccanada.com](mailto:inquiries@gpmccanada.com)





Please advise your affiliates, NB Power will advise affected employers as appropriate.

Yours truly,

S. M. Smillie  
Executive Director

cc Members of the National Maintenance Council for Canada  
Brett McKenzie, GPMC  
Charlie Ryan, NB Power  
Steve Perry, NB Power  
Bill Moulard, NB Power

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# ADMINISTRATION FUND

NATIONAL MAINTENANCE COUNCIL FOR CANADA -

In accordance with Article 10.300, 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

## **NOTICE TO CONTRACTORS**

**All Remittances must include the 13% Harmonized Sales Tax (HST)**