



National Maintenance Council for Canada  
LEADERS IN UNIONIZED MAINTENANCE

National Maintenance Council for Canada

New Brunswick NMA Intermittent Collective Agreement

## MEMORANDUM OF UNDERSTANDING

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Pursuant to Article 24.200 of the New Brunswick Intermittent National Maintenance Agreement, the parties agree to make the following amendments to the Collective Agreement, effective June 10, 2018.

### 1. ARTICLE 12.000

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#### EXISTING:

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#### ARTICLE 12.000 HOLIDAYS

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12.100 All time worked on the following holidays shall be paid at the rate of double time. Any other holiday proclaimed by either the Provincial or Federal Government will be automatically recognized within this Agreement.

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

12.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday or Tuesday following unless changed by mutual agreement between the Company and the Union Representative.

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

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



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AMENDED:

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ARTICLE 12.000 HOLIDAYS

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

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

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

12.300 Holiday Observance Clarification:

When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on a Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double-time day and Friday is the Time-and-one-half day. If the holiday falls on the Saturday or Sunday, it is moved to the following Monday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

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.



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## 2. NEW APPENDIX E

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### **APPENDIX E – NEW BRUNSWICK BEREAVEMENT PROTOCOL NATIONAL MAINTENANCE COUNCIL FOR CANADA (NMC)**

#### **PURPOSE**

The National Maintenance Council for Canada and its Signatory Employers have created a protocol for New Brunswick Irving Oil 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 General Presidents’ 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, 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



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publicly represented as the employee's spouse for a continuous period as established by law in the province of New Brunswick.

## **ARTICLE II – BEREAVEMENT PAY BENEFITS**

- 2.01 Bereavement Pay Benefits in an amount of one hundred and twenty dollars (\$120.00) 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 or Sibling.
- 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, 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.



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- 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)

### 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.



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**FOR AND ON BEHALF OF THE UNIONS:**

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***Vice President***

International Association of Heat  
& Frost Insulators & Allied  
Workers

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***General President***

Labourers International Union  
of North America

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***International Vice President***

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

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***General President***

International Union of  
Operating Engineers

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***Director of Canadian Affairs***

International Union of Bricklayers  
& Allied Craft Workers

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***General President***

International Union of Painters  
and Allied Trades

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***General President***

United Brotherhood of Carpenters  
& Joiners of America

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***Director of Canadian Affairs***

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

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***Vice President***

Operative Plasterers & Cement  
Masons International Association

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***General President***

International Brotherhood of  
Teamsters

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***International President***

International Brotherhood of  
Electrical Workers

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***General Vice President***

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

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***Director of Canadian Affairs***

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