

National Maintenance Council for Canada

NB Power NMA Renewal (2022)

TERMS OF SETTLEMENT

Following discussions with affected Local Unions and Signatory Employers, the National Maintenance Council for Canada has finalized the renewal of the NB Power National Maintenance Agreement 2023-2026. Below are the following changes to the agreement. All other provisions of the agreement remain “as is.”

1. ARTICLE 6.000 GRIEVANCES

Grievance Procedure Update

Existing Article

- 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.

Amended Article

- 6.100 It is agreed that it is the spirit and intent of this agreement to address grievances promptly. All grievances, but not those pertaining to jurisdictional disputes, covering the interpretation, application, operation, terminations, or alleged violation of this collective agreement that may arise on any work covered by this agreement must be initiated in writing within ten (10) calendar days of the incident and shall be handled in the following manner:

- 6.101 Step I Between the aggrieved Employee / Craft Steward and the Employer foreperson / supervisor.
- A standard GPMC / NMC grievance form must be filled out by the Craft Steward/ Employer at this step. Grievance forms will be provided by the Company at the jobsite, or they may be downloaded from the General Presidents' Maintenance Committee website at www.gpmccanada.com.
- If the grievance is not settled within seven (7) calendar days, then the grievance may be advanced to Step II. Written notice must be provided when advancing to the next step.
- 6.102 Step II Between the aggrieved employee, the Craft Steward and/or local Union business representative and the foreperson, the supervisor, and the project manager.
- If settlement is not achieved within seven (7) calendar days at Step II, the grievance may be advanced to Step III. Written notice must be provided to the International Union Representative and the Employer Representative when advancing to the next step.
- Timelines may be extended upon written agreement by both parties.
- 6.103 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Employer.
- The carriage and control of any grievance at Step III and beyond, rests solely with the International Union Representative.
- If settlement cannot be reached within seven (7) calendar days at Step III, either Party may request a Step IV Grievance Hearing upon written notification to the Labour Relations Representative (GPMC/NMC).
- Timelines may be extended upon written agreement by both parties.
- 6.104 Step IV The Labour Relations Representative (GPMC/NMC) shall establish a Grievance Panel consisting of three (3) Committee Representatives within fourteen (14) calendar days of notification, either at a mutually agreed to location or via electronic platform to hear the grievance.
- Submissions from both the Union and the Employer to the grievance panel must include a copy of the grievance form, as indicated in 7.101, names of all grievors affected by the grievance and any other relevant information or documents pertaining to the grievance. Please note that the remedy requested by either party must clearly identified in writing on the grievance form.
- All submissions shall be received by the Labour Relations Representative no later than three (3) calendar days prior to the scheduled hearing date.
- The Grievance Panel shall render their decision in a timely manner.
- If either party to the grievance does not accept the Grievance Panel's decision, they may advance the grievance to Step V upon written notification to the affected Party.

- 6.105 Step V 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 the Union or the Employer to arbitration for adjudication within ten (10) calendar days.

2. ARTICLE 9.000 WAGES

Wage Language to include Direct Deposit

Existing Language

- 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.

New Language

- 9.100 Wage rates for maintenance work shall be 96% 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, direct deposit or other legal tender.

Pay stubs may be delivered electronically via E-post. At the Employer's option, electronic pay records may be provided in lieu of printed records. Upon written request from an Employee that does not have the capability to access electronic records, printed pay records shall be issued.

3. ARTICLE 9.000 WAGES

Short Pay Check Language

New Language

- 9.201 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 (3rd) business day after the shortage was brought to their attention. Should this payment not be made, the penalty provision contained in Article 9.200 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.

4. ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

Administration Fund – Transition Remittances to Electronic Funds Transfer

Existing Language

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.

Amended Language

10.300 The Employer and all Sub-Contractors to this Agreement shall contribute an amount of ten cents (\$0.10) per hour earned into the Administration Fund of the National Maintenance Council for Canada.

This amount shall be remitted monthly in accordance with the 'Administration Fund Appendix' attached to this agreement.

New Language for Administration Fund Appendix:

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 way of electronic fund transfer (EFT) by the fifteenth (15th) of the following month in which the hours were executed, along with the Remittance Form outlining the hours and trades being reported. The Remittance Form must be forwarded by e-mail to the following e-mail address: admin@gpmccanada.com

Remittances to the National Maintenance Council for Canada must include an additional 15% (HST) to be remitted along with the National Maintenance Council for Canada monthly remittances.

NOTICE TO CONTRACTORS

Contact the Administrative Office of National Maintenance Council for Canada to obtain the appropriate information and to initiate the setup process for an electronic funds transfer (EFT). Employers unable to make payment by EFT will be granted an allowance to utilize post mail only in cases where a letter from their bank has been provided. Where an allowance has been provided the cheque and Remittance Form can mailed and made payable to:

National Maintenance Council for Canada
447 Frederick Street, Suite 100
Kitchener, Ontario
N2H 2P4

ATTENTION: Brett McKenzie, Executive Director

5. ARTICLE 12.000 STATUTORY HOLIDAYS

National Day for Truth and Reconciliation & Family Day Holidays

Existing Language

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.

Amended Language

12.100 The following days will constitute the recognized holidays within the terms of this agreement and any hours worked shall be paid at the rate of double time.

Any additional holiday that is annually recurring and is declared by the Federal or Provincial government during this agreement, will be added to the list of holidays.

1. New Years Day	6. Canada Day	11. Remembrance Day
2. Family Day	7. New Brunswick Day	12. Christmas Day
3. Good Friday	8. Labour Day	13. Boxing Day
4. Easter Monday	9. National Day for Truth & Reconciliation	
5. Victoria Day	10. Thanksgiving Day	

The National Day for Truth and Reconciliation shall be observed on the day it falls and will not be moved for observance when the Holiday falls outside of an employee's regular work week. The National Day for Truth and Reconciliation is the only Holiday that this practice applies.

The Parties will meet to determine a new holiday's application for observance should one be added to the Agreement.

6. ARTICLE 12.000 HOLIDAYS

Holiday Observance Clarification

Remove Existing Language

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'.

Amended Language

12.200 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.

7. ARTICLE 13.000 REPORTING TIME

Amend Article Name

Article 13.000 Reporting Time to Minimum Pay, Reporting Time & On Call Provisions

Remove Existing Language

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.

New Language

13.200 **Work Not Available – The following conditions apply:**

13.201 When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.

- 13.202 If an employee has started to work on their regular shift he or she shall be paid not less than four (4) hours pay. When the employee works more than four (4) hours but less than eight (8) hours on their regular shift he or she shall be paid a minimum of eight (8) hours pay.
- 13.203 It is understood and accepted that when work is not available or the employee has started to work on their regular shift and is then instructed to report for work at a later time in a given twenty-four (24) hour period the 2-4-8- principle applies to the regular shift. If the regular shift (not including overtime) is more than eight (8) hours (10) the 2-4-8 equates to 2-5-10 respectively.
- 13.204 The work contracted will not be less than the equivalent of eight (8) hours at straight time pay per newly referred qualified Employee.
- 13.300 **Conditions for Call-Ins of employees will be as follows:**
- When an employee works a long call-in on weekends, he or she shall be entitled to an overtime meal when the call in exceeds four (4) hours. Subsequent meals will be provided by the Company on a regular basis as near as possible to the four (4) intervals.
- 13.302 Employee's will receive a minimum of two (2) hours pay at the double-time (2x) rate for all call-ins regardless of time or duration and any hours worked thereafter will be paid at the applicable overtime rate.
- 13.303 "Call-In" pay will be applicable to each call extended to an employee.
- 13.304 A "Call-In" which immediately precedes and becomes continuous with regular work day will be paid as follows:
- i) Minimum of two (2) hours at double the basic rate.
 - ii) Overtime rate for any hours worked in excess of two (2) hours up to starting time of employee's regular work day.
 - iii) At normal starting time of employee's regular work day pay shall revert to appropriate pay for that day.
- 13.305 When an employee is advised prior to completion of a shift or work day to report back at a specific time between shifts, such work is not considered "Call-In" but will be paid at double the basic rate without regard to minimum pay.
- 13.306 When an employee is advised prior to completion of a shift or work day to report early for their succeeding shift or work day, such work is not considered "Call-In" but will be paid at the applicable overtime rate without regard to minimum pay.
- 13..307 It is not intended that an employee shall work more than sixteen (16) hours in any given twenty-four (24) hour period, therefore, it should be established that an employee must have at least eight (8) continuous hours off between regular shifts or he or she will be paid overtime rates for all hours worked in excess of first eight (8) until such time as the employee does have eight (8) continuous hours off.

This shall be established as a Project Rule and it shall be the Supervisor's responsibility to verify the returning time with any employee working in excess of sixteen (16) hours or returning between shifts on "Call-Ins" to ascertain that the employee does receive the eight (8) hours off or is paid correctly.

13.308 It is the intent of this Clause that no employee shall lose pay on a normal shift due to taking the required eight (8) hour break.

13.400 **On Call Assignment**

If any individual is placed on call, to be available for work, the worker is entitled to one (1) hour of regular pay during a week day and 2 hours of regular pay during the weekend regardless if the worker is called in for work or not.

If the worker is called in for work, the worker shall be entitled to a rate of 1.5X on the first 4 hours worked, and 2X for any hours after 4 hours on a weekday. If the call in is a weekend, any call in will be compensated at a rate of 2x.

If anytime the workers works past midnight, the individual will be compensated for 8 hours pay the next day if it is a week day.

13.500 **Temporary Night Shift Assignment**

If a worker is required to transition from day shift to night shift with the intention of requiring the individual(s) to go back to day shift, the individual will be compensated for 8 hours on the day he/she transitions to night. The night shift would be compensated at the prevailing rates however the night shift would be considered the following day for pay purposes.

Example on a 12 hour shift, when the individual transitions to a night shift on Wednesday night and returns to days on Friday.

Monday – 12 hours pay

Tuesday – 12 hours pay

Wednesday – 8 hours pay (transition day)

Thursday – 12 hours pay (Wednesday night)

Friday – 12 hours pay

13.600 Subject to the above, it shall be the Company's prerogative to decide whether work shall be stopped during a day of work.

13.700 If an employee stops work for reasons of their own, and without the approval of the Company, he or she shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

13.800 The work contracted will not be less than the equivalent of 8 hours at straight time pay per newly referred qualified employee.

8. ARTICLE 14.000 TRAVEL & SUBSISTENCE

Vehicle Allowance Rate

Existing Language

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.

Amended Language

14.300 Employees hired for emergency outages which last three (3) days or less and whose residence is more than one hundred (100) road kilometers from the site will, in addition to subsistence payments pursuant to Appendix 'C', will be paid a vehicle allowance at the rates established by the Canadian Revenue Agency per road kilometer calculated from their residence to the site and return at hire and at layoff.

9. ARTICLE 15.000 REST BREAKS

Rest Breaks on 4x10 Shift Schedule

Existing Language

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.

Amended Language

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.

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

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

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

16.100 (i) As an option, a ten (10) hour day, four (4) day work week, Monday to Thursday may be established.

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. Alternatively, if more convenient for management of the work the employer may schedule two 15 minute breaks spaced equally on either side of the 30 minute lunch break.

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 or fifteen (15) minutes paid (depending on the break missed) at the time and one-half rate.

b) On an overtime day, the Employee will be compensated an additional thirty (30), or fifteen (15) minutes at the double-time rate.

Under the model using two fifteen (15) minute breaks, 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.

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

Overtime Meal Allowance Language and Payment

Existing Language

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

Amended Language

16.700 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.

~~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 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 twenty-five (\$25.00) and effective July 1, 2025 twenty-seven (\$27.00)
- b) Payment in lieu at the rate of twenty-five (\$25.00) and effective July 1, 2025 twenty-seven (\$27.00).

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

Foreperson Jump Time

New Language

- 16.701 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.

13. ARTICLE 18.000 SAFETY, SECURITY, PROTECTIVE CLOTHING & TOOLS

Canadian Safety Achievement Awards Language

Add New Language

- 18.600 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program through the submission of nominations annually.

14. ARTICLE 19.000 APPRENTICES

Apprentice Ratios

Remove Existing Language

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.

Amended Language

19.100 The parties to this agreement recognize the importance of apprenticeship to the maintenance industry. The Company will make best efforts possible to employ a minimum of twenty percent (20%) apprentices, per Union, unless varied by mutual agreement between the Company and Union as job conditions warrant. The parties to the agreement recognize that the above established apprentice to journeyman ratio is contingent upon the availability of apprentices through the local union hall.

The Company will follow the policies established in the Local Agreement with respect to the granting of pay increments. Should the apprentice be requested by the Company to delay their school block, he or she will be paid their full increment upon completion of appropriate work hours. Any delayed schooling must be approved by the Local Union apprenticeship authority.

15. ARTICLE 20.000 HIRING & TRANSFER OF CRAFT PERSONNEL

New Article

20.101 Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their Employees in the 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.

16. ARTICLE 20.000 HIRING & TRANSFER OF CRAFT PERSONNEL

New Article

20.301 Where recall arrangements are not covered by a current understanding with the Local Union, the Employer may, on a loss of redundancy or an unplanned outage, request recall of Local Union members who have valid customer or contractor orientation certificates within thirty (30) days of lay-off. The Employer will provide a list of such individuals to the Local Union for recall.

17. ARTICLE 20.000 HIRING AND TRANSFER OF CRAFT PERSONNEL

Existing Language

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).

Amended Language

20.500 The component Unions of the National Maintenance Council for Canada (NMC) recognize the importance of the supply of skilled and ready-to-work employees on maintenance projects. The NMC agrees to adopt the core training safety provisions which have been established by the individual component Unions and outlined in their respective reference agreements. Any future additions incorporated into the trade specific appendices of the reference agreement will be incorporated into this agreement.

18. ARTICLE 20.000 HIRING AND TRANSFER OF CRAFT PERSONNEL

Payment for Client and Contractor Online Orientation

New Language

20.800 **Employer Online Orientation & Onboarding**

If an employer requires an employee to complete online orientation and on-boarding, where applicable, the Employer shall estimate a reasonable amount of time to complete the online orientation and on-boarding where applicable. The Employer shall pay an allowance for completing the course(s) equal to that time estimate, to a maximum of four (4) hours, multiplied by the employee's straight time total package hourly rate.

20.801 **Client Online Orientation & Onboarding**

Employees will be compensated for the prescribed amount of time, multiplied by their straight time total package hourly rate, for completing any Owner / Client online orientation, onboarding or basic training courses required of an employee.

The Employer will identify the prescribed amount of time required for each course and include this information on the manpower request sent to the Local Union. The prescribed amount of time for each course shall also be forwarded to the administrative office of the GPMC and the Maintenance Contractors Association. These Parties will review the documentation to ensure the time allocated is uniform for all Employers.

When a job call is cancelled, and employees at the direction of the Employer have completed the required course(s), this Article shall apply and those affected shall be compensated. Alternatively, compensation will not be provided to employees who complete the required course(s) but fail to report for duty.

19. ARTICLE 21.000 CREW SIZE, SUPERVISION AND FOREMEN

Add New Language

21.400 The Client will make best efforts to conduct a pre-job information meeting prior to commencement of any work executed under this collective agreement. To help assist the local unions in securing the required craft persons, scope of work, manpower requirements, hours of work, camp and travel protocols, and any other relevant information will be provided to the committee.

Pre-job information meetings may be performed via teleconference/ video conference. It is the responsibility of the Employer to notify all International Unions, of the time and place of the pre-job conference.

20. ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

Existing Language

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.

Amended Language

24.100 The duration of the Agreement will be four years from January 1, 2023 and shall remain in effect until December 31, 2026 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.

21. ARTICLE 26.000 VACATION

Add New Language

26.000 All Parties to the Agreement recognize that vacation plays an important part in the mental and physical well being of all employees.

For employees who have 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 are to be strongly encouraged to take a minimum of 5 consecutive days of vacation annually.

22. APPENDIX D SUBSISTENCE

Existing Language

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.

New Language

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) per day worked subsistence allowance. Effective July 1, 2025 subsistence will increase to one hundred and thirty-five dollars (\$135) 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.

23. NEW APPENDIX

Bereavement Protocol Appendix D

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 shall be eight (8) hours multiplied by the employees' base wage rate 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.

Bereavement Pay Benefits shall be paid at the straight time rate. Bereavement Pay shall not be applicable to any overtime days missed.

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.

24. NEW APPENDIX F

New Language

12 Hour Shift Alteration Policy Letter for Outages

Upon written notification to the affected Local Unions and the National Maintenance Committee for Canada, Employers may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities at NB Power sites

1. The shift will be based on the 5 x 8 schedule for both day shift and night shift.
2. There are to be three (3) half hour paid breaks.
3. Employees will be on site a total of twelve (12) hours and paid for twelve (12) hours for all work days including overtime days.
4. The shift schedule will be paid as follows: Monday to Friday: 8 hours @ straight time, 4 hours @ time and one-half (1.5x) and one additional meal provided or meal allowance in lieu if not provided.
5. Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the NB Power National Maintenance Agreement (NMA).
6. All employees on this shift must observe three (3) half hour breaks.

The notification to the Committee and the affected Local Union(s) must be received no later than seven (7) days prior to the start of the shift and the notice will highlight the anticipated start and completion dates, and the list of trades to be employed for the shift alteration.

The following conditions of the Committee's endorsement need to be highlighted:

1. The approval of the above terms and conditions is to be implemented for the dates requested by the Company. Should the Company need to extend the completion date, they will serve formal notice to the Parties.
2. It is expected that the nature of the work and break structure will not be a detriment as to how the work will be performed safely and effectively executed.
3. Any deviation from the outlined conditions may result in the cessation of the shift for the Company.

25. HOUSEKEEPING ITEMS/ ITEMS OF UNDERSTANDING

1) Gender Neutral Language: **Housekeeping**

- The collective agreement will be reviewed for mentions of his, him, he, her etc. and revised with gender neutral language.

2) Delete Appendix E - 2011 Letter of Understanding for 4 x 10 Shift **Housekeeping**

- The contents and conditions established within this letter have been added into the body of the collective agreement.

3) Article 16.600 –Increase Nuclear Special Allowance at Pt. Lepreau to \$4.00 **Housekeeping**

- Per existing language, update the allowance to match premium for the Owner’s employees.

4) Delete 2nd Paragraph of Article 25.000 Electronic Signature Language **Housekeeping**

- “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~~ Employer physically signing a copy of the collective agreement.”

5) Training **Items of Understanding**

- The Owner, Unions and Employers agree to the creation of a Training, Qualifications & Competency Excellence Committee. The terms of the committee will be drafted and structured as to explore the training, qualifications, and competency needs of each craft Union. This exploratory committee will endeavor to provide a platform for continuous improvement, open and ongoing dialogue, and a multi-stakeholder approach pertaining to training, qualifications & competency excellence.

6) Jurisdiction **Items of Understanding**

- The Client recognizes the importance of ensuring that the traditional trade jurisdictions are recognized by Employers executing work at their facilities under this agreement and agree to utilize best efforts to make certain that work is executed by the appropriate trade.

25. UPDATED & POSTED COLLECTIVE AGREEMENTS

It is understood that the Administrative Office of the NMC will update and post the revised collective agreement to the website shortly.

Regards,



Brett McKenzie
Executive Director, GPMC/NMC