



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 1<sup>st</sup> day of January 2023

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 craft personnel on a best effort basis for emergencies, including forced outages, environmental and safety related work.

3.300 When any Member Union cannot supply qualified person(s) within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified people 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 their discretion, choose to perform or directly sub-contract work for any part or parts of the work necessary in their 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 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](http://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.

## 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 they are 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 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.

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.

9.201 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.

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 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.

## ARTICLE 11.000 COMPENSATION INSURANCE

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

## ARTICLE 12.000 HOLIDAYS

12.100 The following days will constitute the recognized holidays within the terms of this agreement 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
<u>2. Family Day</u>	7. New Brunswick Day	12. Christmas Day
3. Good Friday	8. Labour Day	13. Boxing Day
4. Easter Monday	<u>9. National Day for Truth &amp; Reconciliation</u>	
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 holidays application for observance should one be added to the Agreement.

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.

## ARTICLE 13.000 REPORTING TIME TO MINIMUM PAY, REPORTING TIME & ON CALL PROVISIONS

13.100 Inclement Weather – The Company retains the right to determine working requirements, number and kind of people required, when only a portion of the work may be performed under protection or may be of an emergency nature. The procedure for review and determination of work and tradespeople to remain on the job shall be as follows:

13.101 The Company Superintendent will immediately contact the Foreperson and Job Steward(s) of the Craft Union(s) affected and survey:

- a) Circumstances affecting safety and efficiency of the work.
- b) Determine degree of urgency of job continuation.
- c) Determine number and skills of tradespeople required to perform the work commensurate with the urgency established.
- d) Determine and arrange protection for safe efficient performance of the work as required by urgency and inclement condition.

13.102 The Foreperson and Job Steward will then advise the tradespeople of the circumstance, provisions being made for their safety and protection and arrange for the necessary tradespeople to proceed with assignments.

13.103 If work which can be done under reasonable and safe conditions cannot be found for all the tradespeople, then those who cannot be gainfully employed will be allowed to leave the job. The Company at this point will endeavor to find work for all tradespeople by rescheduling and altering the planned work, if so required.

13.104 If at this stage the craftspeople still refuse to go to work, the Superintendent will instruct the Foreperson and Steward of the craft that they are to contact the Business Agent or their immediate superior and report that the tradespeople have refused to go to work.

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

13.106 When an Employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the Employee must remain on the job for the two (2) hour period unless otherwise instructed by the Company Supervisor.

Should an Employee remain on-site past the two (2) hour minimum they shall be compensated for hours worked or actual waiting time.

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 they 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 they 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 or 12 hours/CWW, etc) the 2-4-8 equates to 2-5-10 or 2-6-12 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, they 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 they 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 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 Employee stops work for reasons of their own, and without the approval of the Company, they 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.

## 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 "D" 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 kilometers from the site will, in addition to subsistence payments pursuant to Appendix 'D', 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.

## 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.

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.

## 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 in plant (local) agreement covering its employees.

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 ( $\frac{1}{2}$ ) 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 leave early.

16.100 (iv) 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.

16.100 (v) If the Employee is not given the opportunity to complete the compressed work week cycle, they 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.

**Point LePreau Only**

In order to align with in plant employees, the second or afternoon shift will run on a Sunday to Thursday rotation with Sunday being identified as day one (1) of the rotation. Sunday will be considered a regular workday for those assigned to the shift and all work hours executed on Sunday shift will be paid at the straight time rate.

Any Statutory Holiday which falls on a Monday will be moved into the work week for observance and recognized on day one (1) of the shift rotation (Sunday). In these situations, all hours worked on the Sunday shift will be paid in accordance with the provisions outlined

in Article 12.100. Recognition for the National Day for Truth and Reconciliation will be observed on the day upon which it falls.

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 they shall be paid a special allowance of \$4.00 (four dollars) per hour worked with a minimum of two (2) hours pay during a regular work day. During overtime hours, this allowance shall be \$4.00 (four dollars) 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 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.

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) they 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) they 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.

It is understood that while the best possible situation is to provide an overtime meal and take a twenty (20) minute break at the applicable overtime rate, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the Employees:

- i. a payment of twenty-five dollars (\$25.00) as a meal allowance. Effective July 1, 2025, the overtime meal allowance payment shall increase to \$27.00.
- ii. a payment of thirty (30) minutes at straight time in lieu of the meal break: and
- iii. a fifteen (15) minute rest break at the applicable rate of pay

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 16.700 unless those provisions are applicable to the rest of the crew.

## 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.

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

## ARTICLE 19.000 APPRENTICES

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 journeyperson 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, they will be paid their full increment upon completion of appropriate work hours. Any delayed schooling must be approved by the Local Union apprenticeship authority.

## ARTICLE 20.000 HIRING AND TRANSFER OF CRAFT PERSONNEL

20.100 The Company agrees to hire people 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. Craft personnel 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.

20.101 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.

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.

20.301 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.

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 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.

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.

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.

## ARTICLE 21.000 CREW SIZE, SUPERVISION AND FOREPERSON

21.100 The crew size shall be any number of people 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 disbursement 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.

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, craft personnel 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.

## 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 their Employees, and the right to discharge or lay-off any Employee for just and sufficient cause, provided, however, that no Employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in its judgement the spirit and intent of this Agreement has been violated.

## ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

24.100 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.

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

## ARTICLE 25.000 ELECTRONIC SIGNATURE

25.000 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 Employer physically signing a copy of the collective agreement.

## ARTICLE 26.000 VACATION

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 their 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.

**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

### INTERNATIONAL VICE PRESIDENT

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

### DIRECTOR OF CANADIAN AFFAIRS

International Union of Bricklayers & Allied Craft Workers

### GENERAL PRESIDENT

United Brotherhood of Carpenters & Joiners of America

### VICE PRESIDENT

Operative Plasterers & Cement Masons International Association

### GENERAL PRESIDENT

International Brotherhood of Electrical Workers

### DIRECTOR OF CANADIAN AFFAIRS

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

### CANADIAN DIRECTOR

International Vice President and Regional Manager C&E Canada  
Labourers International Union of North America

### GENERAL PRESIDENT

International Union of Operating Engineers

### GENERAL PRESIDENT

International Union of Painters and Allied Trades

### DIRECTOR OF CANADIAN AFFAIRS

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

### GENERAL PRESIDENT

International Brotherhood of Teamsters

### GENERAL VICE PRESIDENT

International Association of Bridge, Structural, Ornamental & Reinforcing Iron 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 Contracting 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
- Kamyr 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
- Mclean 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

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

### PURPOSE

The National Maintenance Committee for Canada and its Signatory Employers have created a protocol for New Brunswick Power 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 their 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 Employee's 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.

# APPENDIX D

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

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

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

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

## *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 F

## 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.
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.

# APPENDIX G

## ITEMS OF UNDERSTANDING

### 1. Training

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.

### 2. Jurisdiction

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.

### 3. Regulatory Hours of Work Policy- Point Lepreau Only

Any Employee assigned to work a scheduled night shift at the Point Lepreau facility will adhere to the provisions outlined in the Regulatory Hours of Work Policy when transitioning back to their regular day shift.

In the event an Employee who is assigned to return to the regularly scheduled day shift and is unable to do so due to the restrictions contained in the above referenced Policy, such Employee will be entitled to compensation of eight (8) hours pay after working four (4) consecutive nights and eight (8) hours pay each day for two (2) days when working nights for more than three (3) calendar weeks.

Compensation is only applicable when regularly scheduled work days which fall within Monday to Friday have been missed.

It is understood that the Employer will utilize best efforts to attempt to schedule the required rest period over the Employee's regular days off.

# 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 way of electronic fund transfer (EFT) by the fifteenth (15<sup>th</sup>) 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](mailto: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 the 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 be mailed and made payable to:

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

**ATTENTION:** Brett McKenzie, Executive Director