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# COLLECTIVE AGREEMENT

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*between*

**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

*and*

**ALL CONTRACTORS WORKING ON**

**Maintenance, Repair, Revamp, Renovation and Upkeep**

*of*

**VARIOUS INDUSTRIAL OPERATING FACILITIES IN THE PROVINCE OF  
NEW BRUNSWICK  
AS AGREED BY THE COUNCIL  
AND LISTED IN APPENDIX C**

**(INTERMITTENT VERSION)**

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# NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of February 2016

By and Between

Those Employers described in Appendix B

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

and

those International Unions who compose

**THE NATIONAL MAINTENANCE COUNCIL FOR CANADA**

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

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

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

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

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

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

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

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

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

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

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

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:

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## ARTICLE 1.000 RECOGNITION

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

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## ARTICLE 2.000 THE COMPANY AND THE UNIONS

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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.

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## ARTICLE 3.000 UNION SECURITY

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3.100 All Employees under this Agreement, as a condition of employment, shall be members of or secure membership in the Member Union of the Council and maintain such membership in good standing.

3.200 The Company will co-operate with the Member Unions in providing employment to their members and the Unions agree to assist the Company by all means in their power to secure necessary skilled and competent workers.

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

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## ARTICLE 4.000 SCOPE OF WORK

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- 4.100 The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) assigned by the Owner to the Company and performed by the Employees of the Company covered by this Agreement, within the limits of the Owner's plant site.
- 4.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event, the work shall be done in accordance with existing building construction agreements.
- 4.300 The Council and the Company understand that the Owner may, at his discretion, choose to perform or directly sub-contract work for any part or parts of the work necessary in his plant.
- 4.400 All sub-contractors to the Company under this Agreement shall abide by the terms and conditions of this Agreement, and said sub-contractor(s) will recognize Article 3.000 as contained in this Agreement.

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## ARTICLE 5.000 DEFINITIONS

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- 5.100 Maintenance shall be defined as any work (includes repair, renovation, revamp, upkeep, etc.,) performed within the limits of a plant property, or other locations related directly thereto on existing structures or equipment to keep a manufacturing, industrial facility and/or its equipment and machinery operating.
- All work performed by the company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a facility in order to increase production.
- 5.200 Addition of spare machinery or equipment may be done under the maintenance agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- 5.300 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
- 5.400 In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the National Maintenance Council for final determination.
- 5.500 The term "Area Labour Agreement" or such term shall mean the existing Labour Agreement under which members of any of the International Unions who are members of this Council are employed in construction in the area where work under this Agreement is being performed.

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## ARTICLE 6.000      GRIEVANCES

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- 6.100      It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 of the Local Union in Step 2 and shall be handled in the following manner. It is further agreed that grievances initiated by the Company will commence at Step 2.
- 6.101      Step 1    Between the aggrieved employee and/or their Steward and the Company supervisor.
- 6.102      Step 2    Between the aggrieved employee, their Steward and/or Local Union Business Representative and their Foreman, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company and to the International Representative of the Union involved.
- 6.103      Grievances, other than those pertaining to the definition of maintenance as contemplated in Article 5.400, may be referred to the Local Labour Management Committee for resolution. Once referred, if not settled at this level, the grievance will proceed through the following steps of this procedure.
- 6.104      Step 3    Between the International Union Representative and the Labour Relations Manager or the highest official of the Company.
- 6.105      Step 4    A hearing shall be conducted by a National Maintenance Agreement Council Committee of the Unions signatory to this Agreement with senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.
- 6.106      Step 5    If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above the matter may be submitted by a Signatory Union to this Agreement or the Company, to a Board of Arbitration for adjudication within 10 working days of the decision rendered by the National Maintenance Council Committee.

This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairman, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated.

In the event that the other party does not appoint its Arbitrator within three (3) working days the appointment shall be made by the Minister of Labour for the Province New Brunswick.

In the event the two Arbitrators appointed cannot within three (3) working days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province of New Brunswick to designate the third Arbitrator who shall act as Chairman. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgement.

The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

In the event that a majority decision is not reached by the Board of Arbitration, the decision of the Chairman shall be deemed to be the decision of the Board and shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.

In arbitration proceedings, each party shall pay the expenses of its Arbitrator and the expenses of the Chairman shall be shared equally by the parties.

The Company shall provide the necessary facilities for the grievance meetings.

6.200 As an alternative to the provisions of Article 6.105, a single Arbitrator may be appointed by mutual agreement of the parties.

6.300 Grievance forms will be provided by the Company at the jobsite.

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## ARTICLE 7.000 UNION REPRESENTATION

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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.

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## ARTICLE 8.000 STEWARDS

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8.100 A Steward shall be a qualified worker appointed by a Member Union and confirmed in writing to the Company when designated as a Steward and also when ceasing to act as Steward. Duties shall be to deal with grievances and such matters normally handled by a Union Steward subject to the terms of this Agreement.

8.200 At lay-off, the appointed steward will be one of the last two (2) employees on the job, provided he is qualified to do the work at hand.

8.300 Prior to termination of a Steward for any reason, the Company will notify the Local Union Office.

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## ARTICLE 9.000 WAGES

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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. The existing maintenance rate and benefit formula will be continued until such time that there is an alteration or cancellation of the one hundred (100) percent maintenance rate as established by Irving Oil Policy. The parties will review the maintenance formula in light of a cancellation or alteration of the policy.



- 9.100 (i) Should there be more than a three month delay in the renewal of the Local Agreement from the date of expiry, the Irving Energy Hub Agreement rate will apply on an interim basis for the affected trade. Once the local agreement rate is established Article 9.100 will apply.
- 9.200 When zone type wage structures are provided for in Area Labour Agreements in the area and are otherwise applicable in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate, unless otherwise provided for in this Agreement.
- 9.300 Employees who are laid off or terminated from the services of the company, shall normally receive their final wages, vacation pay due, unemployment insurance record of earnings, and apprenticeship books, before they leave the jobsite. Employees who quit will have their final pay and employment record of earnings mailed or deposited no later than the date of the next regular pay day for the earnings involved.
- 9.400 It is recognized that there will be certain occasions when the above procedure is not possible for terminated or laid-off employees. In these cases final wages, vacation pay due, and unemployment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays, and Statutory Holidays. EI Record of Employment (ROE'S) will be filed electronically, or at the employee's request be mailed to the employees' last recorded home address within three (3) working days exclusive of Saturdays, Sundays and Statutory Holidays.
- 9.500 Should wages, vacation pay, and employment insurance record of earnings not be mailed within this time period, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays until the mailing is made.
- 9.600 Complaints/grievances with respect to non-receipt of wages, vacation pay due and employment insurance record of earnings must be raised on a timely basis, in any event, not more than ten (10) working days, exclusive of Saturdays, Sundays and Statutory Holidays from date of lay-off/termination.
- 9.700 Subject to Article 10.100 of this Agreement, in order to ensure uniform working conditions employers signatory to this Agreement who are assigned work on a major plant shutdown at the Irving Oil Refinery, as defined by the site General Presidents' Maintenance Agreement (GPA), will work under the full terms and conditions of the site GPA for the duration of the major plant shutdown.

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## ARTICLE 10.000 BENEFITS & OTHER MONETARY FUNDS

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- 10.100 Welfare Funds, Pension Funds, Apprentice Training Funds and other Union and Employer Monetary Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s) except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.
- 10.200 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.

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## ARTICLE 11.000    COMPENSATION INSURANCE

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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.

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## ARTICLE 12.000    HOLIDAYS

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

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

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

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

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

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

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## ARTICLE 13.000    REPORTING TIME

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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. Should the employee start work or be required to wait at the jobsite, he shall be paid for hours worked or actual waiting time past the two (2) hours minimum

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## ARTICLE 14.000    TRAVEL AND SUBSISTENCE

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

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

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## ARTICLE 15.000 WORK BREAKS

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15.100 It is agreed that all Employees covered by this Agreement will be permitted ten (10) minutes in each half of their respective regular, daily hours of work to drink coffee or refreshments on the job in the area or areas designated by the Company. It is, however, understood that this shall be done in such a manner that will not stop the normal operation of the job.

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

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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.

16.100 i) As an option, a ten (10) hour day, four (4) day work week, Monday to Thursday may be established. The ten (10) hour system must operate for a minimum period of four (4) consecutive days before it is established as the regular hours of work. Once established it becomes the regular hours for those so assigned.

16.200 a) When two shifts are employed, the first or day shift shall be established on an eight (8) or ten (10) hour worked basis pursuant to Article 16.100.

16.200 b) The second or afternoon shift shall follow day shift and be established on an eight (8) or ten (10) hour worked basis. Shift premium shall be 12% of the applicable wage rate and shall be paid on all regular hours.

16.200 c) Second and third shifts shall work over into Saturday a.m. on the above basis in order to complete the shift.

16.200 d) Shift payments are applicable to regular hours only; shift payments are not paid on overtime.

16.200 e) It is understood the lunch breaks are unpaid excluding Saturday and Sundays where lunch breaks are paid at the applicable rate.

16.200 f) Each shift employee must be scheduled for a minimum of three (3) consecutive work days. Should the shift be cancelled prior to completion of the three (3) consecutive work days, affected employees will be paid at applicable overtime rates for all hours worked outside the regular work day, as specified in Article 16.100.

16.300 All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid for at the rate of time and one-half (1 1/2) for the first two (2) hours of overtime. Any overtime beyond the first two (2) hours shall be paid at the rate of double time.

All time worked on Saturdays, Sundays and Holidays shall be paid for at the rate of double time.

16.300 b) Four ten (10) Hour Day Option:

When the four (4) ten (10) hour day option is being worked, all hours in excess of ten (10) hours on any of the four (4) days will be paid at double-time (2). When the Friday is worked,

the first ten (10) hours will be at time and one half (1-1/2) and all hours in excess of ten (10) hours will be at double-time (2).

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.

The Council, upon application by the Company, will consider the implementation of a four (4) ten (10) hour day standard work week, when site conditions warrant it.

16.600 Overtime Meals: 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 foremen are required to arrive at work up to one (1) hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per Article 16.600 paragraph 1 unless they work more than two (2) hours beyond the end of their normal shift.

The meal break after the regular day will normally be after two (2) hours overtime and subsequent meal breaks approximately each four (4) hours thereafter.

However, it will be the prerogative of the Company, in conjunction with the Job Stewards to arrange meal breaks for efficiency and convenience of the job.

When an Employee works Scheduled Overtime (work performed on Saturdays, excepting shift work defined in Article 16.200, Sundays and Holidays) he shall be entitled to a meal allowance when overtime work exceeds eight (8) hours.

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

Entitlement to subsequent meal allowances will occur at four (4) hour intervals during continuing overtime. No entitlement shall occur at the conclusion of overtime.

All overtime meal breaks will be thirty (30) minutes in duration and will be paid for at straight time rates. However, in calculating entitlement to a subsequent meal, the thirty (30) minute break shall not count as overtime work.

The Company's obligation in respect to a meal entitlement shall be discharged by:

- a) Provision of a meal up to \$20.00
- b) Payment in lieu at the rate of \$20.00

The Council may review this amount during the lifetime of this Agreement.

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## ARTICLE 17.000 TRANSPORTATION

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17.100 At plant locations where private transportation is not permitted, the Company shall furnish transportation that provides shelter from inclement weather from the gate to the jobsite and back to the gate, when said distance is one-half (1/2) mile or more.

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## ARTICLE 18.000 SAFETY

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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.

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## ARTICLE 19.000 APPRENTICES

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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.

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## ARTICLE 20.000 HIRING AND TRANSFER OF MEN

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

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

20.201 It is understood that the Company has provided site specific training at the Irving site applicable to certain individuals trained at Company or Irving's expense. The employer requires the ability to request these individuals by name should they be on the out of work list. The General Presidents' Maintenance Committee has endorsed a policy to allow the Company to work with the Local Unions to this effect.

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## ARTICLE 21.000 CREW SIZE, SUPERVISION AND FOREMEN

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

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

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

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.

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## ARTICLE 22.000 LOCKOUT AND WORK STOPPAGE

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- 22.100 There shall be no lockout by the Company, and no work stoppages by the Union.
- 22.200 In the event that local agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:
- 22.201 The employees of the affected unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.
- 22.300 It is agreed the work force in effect on any site will not be employed on work that is affected as a result of a construction strike or lockout.

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## ARTICLE 23.000 MANAGEMENT CLAUSE

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- 23.100 The Company shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the prosecution of the work, the determination of the competency and qualifications of his Employees, and the right to discharge or lay-off any Employee for just and sufficient cause, provided, however, that no Employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in its judgement the spirit and intent of this Agreement has been violated.

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## ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT

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- 24.100 This Agreement shall become effective February 1, 2016 and will remain in full force and effect until June 30, 2019 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.
- 24.200 Amendments may be made at any time by mutual consent.

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## ARTICLE 25.000 ELECTRONIC SIGNATURE

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

As well, this collective agreement can be executed by a representative of each signatory employer by electronic signature or other electronic means. A letter of authorization to that effect is on record with the General Presidents' Maintenance Committee for Canada. Execution by electronic means has the

same effect as if the collective agreement was executed in person by the representative of the trade union physically signing a copy of the collective agreement.

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

## APPENDIX A – SIGNATORY UNIONS

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**Vice President**

International Association of Heat  
& Frost Insulators & Allied  
Workers

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**General President**

Labourers International Union  
of North America

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**International Vice President**

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

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**General President**

International Union of  
Operating Engineers

---

**Director of Canadian Affairs**

International Union of Bricklayers  
& Allied Craft Workers

---

**General President**

International Union of Painters  
and Allied Trades

---

**General President**

United Brotherhood of Carpenters  
& Joiners of America

---

**Director of Canadian Affairs**

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

---

**Vice President**

Operative Plasterers & Cement  
Masons International Association

---

**General President**

International Brotherhood of  
Teamsters

---

**International President**

International Brotherhood of  
Electrical Workers

---

**General Vice President**

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

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**Director of Canadian Affairs**

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



## APPENDIX B – SIGNATORY EMPLOYERS

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

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

## APPENDIX C

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

- Irving Oil Refining Division, Saint John - (3 Sites)
  - Refinery Complex
  - Canaport
  - East Saint John Terminal
  
- Consumers Packaging, Scoudouc
  
- Canaport LNG Facility
  
- Bayside Power, Saint John, NB

## 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 fifteen dollars (\$115.00) per day worked subsistence allowance. Effective January 1, 2017 subsistence will increase to one hundred and twenty dollars (\$120.00) per day worked, effective January 1, 2018 this amount increases to one hundred and twenty-five dollars (\$125.00) per day worked, effective January 1, 2019 this amount increases to one hundred and thirty dollars (\$130.00) per day worked.

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

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

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

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

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

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

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

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

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

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

Union Business Manager/Designee (Print) \_\_\_\_\_ Local \_\_\_\_\_

Signature of Union Business Manager \_\_\_\_\_ Date \_\_\_\_\_

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

(Attach Signed Copies) YES \_\_\_\_\_ NO \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Company Representative (Print) \_\_\_\_\_  
Signature of Representative. \_\_\_\_\_

## **NATIONAL MAINTENANCE COUNCIL FOR CANADA - ADMINISTRATION FUND**

In accordance with Article 10.200, the Employer and all Sub-Contractors to this Agreement shall pay ten cents (\$0.10) per hour earned into the Administration Fund of the National Maintenance Council for Canada. This amount shall be remitted monthly by the fifteenth of the following month, along with a listing of the hours and trades being reported. Cheques should be made payable to the National Maintenance Council and forwarded to:

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

ATTENTION: Brett McKenzie  
Executive Director

### **NOTICE TO CONTRACTORS**

**Remittances to the National Maintenance Council must include an additional 13% Harmonized Sales Tax (HST) to be remitted along with National Maintenance Council remittances monthly.**