

# MUTUALLY AGREED TO AMENDMENTS

## Alberta General Presidents' Maintenance Agreements

Following discussions between Signatory Employers and the General Presidents' Maintenance Committee for Canada, and in accordance with Article 31.100, Parties have mutually agreed to amendments affecting the General Presidents' Maintenance Agreements at the following project sites:

- 1.) Suncor Inc., Tar Island Alberta including Firebag In-Situ Project, Fort Hills and MacKay River.
- 2.) Syncrude Canada Limited, Mildred Lake, Alberta.
- 3.) CNOOC Long Lake Facility, Ft. McMurray, Alberta.
- 4.) Canadian Natural Resources Limited, Ft. McMurray, Alberta including Albion Sands.
- 5.) Civeo Camps, Ft. McMurray, Alberta.
- 6.) Cenovus Energy Inc., Ft. McMurray, Alberta. (Formerly Conoco Philips)
- 7.) Dow Chemical Limited, Ft. Saskatchewan, Alberta.
- 8.) Dow Chemical Limited, Prentiss, Alberta
- 9.) Shell Canada Limited, Ft. Saskatchewan, Alberta.
- 10.) Canadian Fertilizer Limited, Medicine Hat, Alberta.
- 11.) Parkland Refining Ltd., Bowden Alberta.

Below are the mutually agreed to amendments. Some Article numbering may differ slightly from agreement to agreement. All other provisions of the agreement remain "as is."

## 1. Altered Break Conditions Letter of Understanding

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Parties to the Collective Agreements have jointly agreed to support the expiration of the "Altered Break Conditions Letter of Understanding." This document will expire and become null and void effective December 31, 2021.

Upon expiration of this document the two (2) half hour breaks on a ten (10) hour shift and the three (3) half hour breaks, per the Twelve (12) Hour Shift Alteration Appendix, are all to be paid at applicable rates.

Please note that with expiration of this document the easement included for staggered start and quit times will also become null and void.

## 2. Client Orientation

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Existing Language:

11.401 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 total package hourly rate.

~~This provision does not apply to, nor shall there be any pay required for owner or site access required online orientations.~~

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## Amended Language:

### 11.401 **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 total package hourly rate.

### 11.402 **Client Online Orientation & Onboarding**

Employees will be compensated for the prescribed amount of time, multiplied by their 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.

## 3. Bereavement

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### Existing Language:

2.01 Bereavement Pay Benefits in an amount equivalent to the subsistence rate in effect at the work location on the date that the death occurred shall be paid to an employee for up to three (3) days of lost work incurred as a result of the employee's attendance at a funeral or memorial service upon the death of an employee's Spouse, Child, Parent, Parent-in-Law, Grandparent or Sibling.

For communities or work locations that do not have a specified subsistence rate the "Alberta wide" rate established by the CLRA shall apply.

### Amended Language:

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 or Sibling.

Bereavement Pay Benefits shall be paid at the straight time rate.

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## 4. Alloy Welder Premium

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### Add New Language:

12.104 Alloy Welders, qualified to perform the work, will be paid a premium of two dollars and fifty cents (\$2.50) per hour.

This premium shall not pyramid on an overtime hour; however, it will attract applicable Vacation and Statutory Holiday Pay.

## 5. Canadian Model Version 6.0

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### Existing Language:

General Understandings Rising from Renewals Appendix:

#### CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE

The Parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.5.0 dated October 8, 2014, and all specific exemptions as identified in the individual trade reference agreements. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Alberta.

### Amended Language:

General Understandings Rising from Renewals Appendix:

#### CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE

The Parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.6.0 dated July 1, 2018, and all specific exemptions as identified in the individual trade reference agreements. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Alberta.

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## 6. Name Hire Provisions

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### Existing Language:

11.205 ~~The Company may request employees by name who have special skills or have previous maintenance experience.~~

### Amended Language:

11.205 The following name hire provisions shall be applicable to **Local Union Members only**:

The Employer may name hire up to fifty (50%) percent of the craft personnel required from each Trade, excluding those in supervisory positions. The Business Manager of the Local Union may permit a higher name hire percentage at their discretion.

The Employer may use the name hire provisions contained in each Trades Local Union reference agreement when placing manpower requests for supervision.

A Local Union member who is recalled, per Article 11.206, shall be included and count towards the established name hire percentage.

The Employer shall not be permitted to bank calls or include unused name hire percentages when hiring at a later date.

Layoffs shall be conducted to maintain the 50/50 ratio, provided the remaining members are qualified to perform the work.

## 7. Recall Provisions

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### Add New Language:

11.206 The following recall provisions shall be applicable to **Local Union Members only**:

The Employer may recall any member who has worked for the Company under the Collective Agreement within the last six (6) months. An Employer may use a greater timespan for those Trades who have such language in their Local Union reference agreement.

A Local Union member who is recalled shall be included and count towards the established name hire percentage per Article 11.205

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## 8. Overtime Meal Allowance

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Add New Language:

13.504      **Overtime Meal Allowance**

It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, 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:

**A. Scheduled Overtime:**

- I. a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- II. a fifteen (15) minute rest break at the applicable rate of pay.

**B. Unscheduled Overtime:**

- I. a payment of forty dollars (\$40.00) as a meal allowance.
- II. a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- III. a fifteen (15) minute rest break at the applicable rate of pay

13.505      **Overtime Meal Allowance for those on Subsistence or staying in camp:**

There shall be no meal allowance applicable to those receiving subsistence, however any reduction to the current subsistence rates will attract a meal allowance payment equivalent to the reduction.

Where a camp is provided, employees will not receive the forty dollars (\$40.00) meal allowance where they are able to receive a camp meal at the end of their shift.

## 9. Third Party Aftercare Provider

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Item of Understanding:

The Parties to the Collective Agreement have committed to explore and support the implementation of a new Third-Party Aftercare provider for those employees working under the Alberta GPMA and NMA Maintenance Collective Agreements.

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## 10. Alberta Enablement Application Process

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### Item of Understanding:

The Parties to the Collective Agreement agree to establish and implement a standardized application process for Employers to submit easement or enablement requests to the office of the GPMC when bidding new long-term maintenance work.

## 11. Work Ready Workforce & Key Performance Indicator Committee

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### Item of Understanding:

The Parties to the Collective Agreement agree to establish a working sub-committee to review the current Work Ready Workforce chart, add or remove courses and determine a path forward for the program.

The Parties to the Collective Agreement agree to establish a working sub-committee to review the current Key Performance Indicators (KPI) used within the maintenance industry and determine a path forward for their utilization.

The following individuals have been identified to sit on the Work Ready Workforce and Key Performance Indicator (KPI) sub-committee:

Employer: Don Austin (Worley, Co-Chair), Corery Smart (TAMS), TBD

Union: Ryan Desrosiers (Labourers International, Co-Chair), Leonard Day (Sheet Metal International), Chris Feller (Cement Masons International)

## 12. Rope Access Committee

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### Item of Understanding:

The Parties to the Collective Agreement agree to establish a working sub-committee to analyze all components of Rope Access including establishing a universal premium, compensation for training or recertification and any other issues.

The following individuals have been identified to sit on this Rope Access sub-committee:

Employer: Steve Jardine (Norcan, Co-Chair), Conor Margeson (Rope Access Calgary), Ken Sandmoen (AlumaSafway).

Union: Wade Logan (Insulators International, Co-Chair), Colin Daniels (Iron Workers International), Stefan Favron (Pipefitters International).

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## 13. Language Review Sub-Committee

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### Item of Understanding:

The Parties to the Collective Agreement agree to establish a working sub-committee to review the amendments contained within this document to ensure accuracy. This sub-committee will also review the language related to each amendment and make recommendations for any changes that may be required.

The following individuals have been identified to sit on this Language Review sub-committee:

Employer: Don Austin (Worley, Co-Chair), TBD.

Union: Bill Begemann (Electricians International, Co-Chair), Robert Dornan (Carpenters International).

## 14. Implementation and Duration

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The mutually agreed to amendments will become effective as of January 1, 2022, and will remain in effect until December 31, 2022.