

General Presidents' Maintenance Committee for Canada

2022 Alberta General Presidents' Maintenance Agreements Renewal

# TERMS OF SETTLEMENT

Following discussions with affected Local Unions and Signatory Employers, the General Presidents' Maintenance Committee for Canada has finalized the renewal of the Alberta General Presidents' Maintenance Agreements January 1, 2023- December 31, 2024 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 Albian Sands.
5. Civeo Camps, Ft. McMurray, Alberta.
6. Cenovus Energy Inc., Ft. McMurray, Alberta. (Formerly Conoco Phillips)
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 following changes to the agreement. All other provisions of the agreement remain "as is."

<b>1. ARTICLE 3.000 RECOGNITION</b>
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***Existing Language***

- 3.201 Agree that the jurisdiction recognized herein 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 and provided further that work considered within the jurisdiction of any Union which is not represented by the Unions listed herein may be assigned by the Company to the jurisdiction of the most appropriate Union.

### **Amended Language**

- 3.201 Agree that the jurisdiction recognized herein for each participating 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 and provided further that work considered within the jurisdiction of any Union which is not represented by the Unions listed herein may be assigned by the Company to the jurisdiction of the most appropriate Union.

<b>2. ARTICLE 7.000 GRIEVANCE PROCEDURE</b>
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### **Existing Language**

- 7.100 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 twenty-one (21) calendar days of the incident by either the employee in Step I or the Local Union in Step II and shall be handled in the following manner:

- 7.101 Step I Between the aggrieved employee and/or the Craft Steward and the Company supervisor.

- 7.102 Step II Between the aggrieved employee, the Craft Steward and/or Local Union Business Representative and the Craft Foreperson, 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.

The Employer shall respond in writing within twenty-one (21) calendar days from the date which the grievance was presented in writing to the Employer. If settlement cannot be reached at this step or if the Employer fails to respond in writing within the time limit specified, the Union may then proceed to the next step of the grievance procedure.

- 7.103 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Company. The carriage and control of any grievance at Step 3 and beyond rests solely with the International Union Representative.

- 7.104 Step IV By negotiation between a committee of the Unions signatory to this Agreement and senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.

- 7.105 Step V If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above within ten (10) working days, the matter may be submitted by a Signatory Union to this Agreement or the Company, to a Board of Arbitration for adjudication. This Board shall consist of three (3) Arbitrators, one (1) appointed by each party to this Agreement and the third, who shall act as Chairperson, to be selected by the two (2) 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) days the appointment shall be made by the Minister of Labour for the Province in which the grievance occurs.

In the event the two (2) Arbitrators appointed cannot within three (3) days select a third Arbitrator who is willing to serve, the two (2) Arbitrators shall jointly request the Minister of Labour of the Province in which the grievance occurs to designate the third Arbitrator who shall act as Chairperson. 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 judgment.

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 Chairperson 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, nor to alter, modify or amend any part of this Agreement.

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

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

- 7.200 As an alternative to the provisions of Article 7.105, a single arbitrator may be appointed by mutual agreement of the parties.

### ***Amended Language***

- 7.100 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:

- 7.101 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.

- 7.102 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.

- 7.103 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.

- 7.104 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 be 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.

- 7.105 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.

<b>3. ARTICLE 11.000 REFERRAL OF TRADESPERSONS</b>
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***Existing Language***

- 11.800 The Parties to this Agreement recognize the importance of apprenticeship to the maintenance industry. The parties agree to support, wherever practicable, the employment of apprentices on maintenance projects to reflect acceptable reference agreement ratios. The Parties further agree that they will work

together to maximize opportunities for local residents of the Wood Buffalo region to participate in apprenticeships and to maximize opportunities for other groups including women and people of North American Indian, Inuit or Metis descent.

**Amended Language**

11.800 The Parties to this Agreement recognize the importance of apprenticeship to the maintenance industry. The Parties agree to support, the employment of apprentices on maintenance projects to reflect acceptable reference agreement ratios. The Company will set a target to employ a minimum of 25% apprentices (distributed evenly between the applicable levels of each trade) of the number of Journeypersons on the project (with 30% identified apprenticeship), unless varied by mutual agreement between the Company and Union as job conditions warrant.

The Parties further agree that they will work together to maximize opportunities for local residents to participate in apprenticeship and to maximize opportunities for other underrepresented groups.

**4. ARTICLE 12.000 WAGES**

**Fort McMurray Area Only**

**Existing Language**

12.101 Employees on "Long-Term Maintenance and Short Term Maintenance" work shall be paid according to the attached "Maintenance Wage and Benefit Schedule."

**Amended**

12.101 Employees on "Long-Term Maintenance" and "Short-Term Maintenance Work" shall be paid according to the attached Wage and Benefit Schedule Page.

- i) Long Term and Short-Term Maintenance Rates will be set at 100% of Local Construction base rates plus 100% of appropriate benefits in Fort McMurray.
- ii) Long Term and Short-Term Maintenance Rates outside of Fort McMurray will be set at \$0.75 under Construction Base Rates plus 100% of appropriate benefits.

NOTE:

**100% of Appropriate Benefits**

The Parties agree that the application of the 100% of Appropriate Benefits will be based upon the respective Local Union's Construction Reference Agreement. Benefit contributions based on hours earned in construction will be paid on hours earned in maintenance and contributions based on hours worked in construction will be paid on hours worked in maintenance.

**5. ARTICLE 12.000 WAGES**

**Article 12.603 (ii)**

**Existing Article**

- 12.603 (ii) **For The Syncrude Project Only:**
- a) Long-Term maintenance employees except those as noted in Clause 12.604, will be paid Short-Term maintenance rates and overtime conditions from the feedstock “out” date to the feedstock “in” date.
  - b) A major shutdown will be defined as a shutdown of any fluid coker for the purposes of maintenance and repair by the Company; or any shutdown in which the number of Short-Term employees hired for the shutdown will exceed the total number of Long-Term employees employed on the project prior to the start of the shutdown work by 100%.
  - c) The length of the major shutdown as defined by the shutdown of any fluid coker will be defined as the period of time from the installation of at least any 5 of the major battery limit blinds prior to the start of the mechanical shutdown work until the removal of any 5 of the major battery limit blinds prior to the start-up of the unit.
  - d) The length of the major shutdown defined by the 100% formula will be defined as the period of time from the installation of "safing blanks" for the major shutdown, until their removal.

**Delete Article**

- ~~12.603 (ii) **For The Syncrude Project Only:**~~
- ~~a) Long-Term maintenance employees except those as noted in Clause 12.604, will be paid Short-Term maintenance rates and overtime conditions from the feedstock “out” date to the feedstock “in” date.~~
  - ~~b) A major shutdown will be defined as a shutdown of any fluid coker for the purposes of maintenance and repair by the Company; or any shutdown in which the number of Short-Term employees hired for the shutdown will exceed the total number of Long-Term employees employed on the project prior to the start of the shutdown work by 100%.~~
  - ~~c) The length of the major shutdown as defined by the shutdown of any fluid coker will be defined as the period of time from the installation of at least any 5 of the major battery limit blinds prior to the start of the mechanical shutdown work until the removal of any 5 of the major battery limit blinds prior to the start-up of the unit.~~
  - ~~d) The length of the major shutdown defined by the 100% formula will be defined as the period of time from the installation of "safing blanks" for the major shutdown, until their removal.~~

6. **ARTICLE 13.000 DAY WORK CONDITIONS**

**Existing Language**

13.100 Eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive.

As an option, a ten (10) hour day, four (4) day work week, Monday through Thursday and/or Tuesday to Friday may be established. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as above. 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 of work for those so assigned.

The noon unpaid lunch period will be one half (½) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 20.000.

**Amended Language**

13.100 Eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive.

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. (Also to be carried in Article 14.201 & 15.500)

As an option, a ten (10) hour day, four (4) day work week, Monday through Thursday and/or Tuesday to Friday may be established. Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as above. 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 of work for those so assigned.

Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) breaks of fifteen (15) minutes each. (Also to be carried in Article 14.201 ,15.500, 17.506 &17.507)

The noon unpaid lunch period will be one half (½) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift.

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 paid at the time and one-half rate.
- b) On an overtime day, the Employee will be compensated an additional thirty (30) minutes at the double-time rate.

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 in 13.100(i) 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 Article 13.100.

13.100(ii) It is understood that in order to be compensated for either paid break an Employee must remain at the worksite at least two (2) hours past the end of the paid break unless the Employee has provided notification to the Employer at the beginning of the shift that they will leaving early.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 20.000.

**7. ARTICLE 13.000 DAY WORK CONDITIONS**

***Long-Term & Short-Term Maintenance Overtime Conditions***

***Existing Language***

13.201 Short-Term Maintenance Only

- a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 4 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours



13.202 Four Ten Hour Day Option

b) Four Ten Hour Day Option (4x10)

Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 12 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

c) Four Ten Hour Day Option (4x10)

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 12 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday			All hours
Stat Holiday			All hours

13.203 Long-Term Maintenance Only

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 4 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday		Up to 12 hours	After 12 hours
Stat Holiday			All hours

13.204 Four Ten Hour Day Option

b) Four Ten Hour Day Option (4x10)

Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 12 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday		Up to 12 hours	After 12 hours
Stat Holiday			All hours

c) Four Ten Hour Day Option (4x10)

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 12 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday		Up to 12 hours	After 12 hours
Sunday		Up to 12 hours	After 12 hours
Stat Holiday			All hours

**Amended Language**

13.201 Long Term and Short-Term Maintenance

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 2 hours	After 10 hours
Tuesday	8 hours	Up to 2 hours	After 10 hours
Wednesday	8 hours	Up to 2 hours	After 10 hours
Thursday	8 hours	Up to 2 hours	After 10 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

13.202 Four Ten Hour Day Option

b) Four Ten Hour Day Option (4x10)

Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday		Up to 10 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

c) Four Ten Hour Day Option (4x10)

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 10 hours	After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Jump time for Forepersons will be paid at the double-time rate.

**8. ARTICLE 17.000 COMPRESSED WORK WEEK CONDITIONS**

**Existing Language**

17.300 a) All overtime worked in excess of a regularly scheduled twelve (12), ten (10) or eight (8) hour shift and all hours worked on regularly scheduled days off shall be paid at applicable overtime rates in accordance with Clause 12.102.

Time and one-half (1-1/2) will be paid for the first twelve (12) hours on all scheduled days off. Double-time will be paid thereafter.

b) All hours worked on statutory holidays will be paid at double-time (2) in accordance with compressed work week rates.

### **Amended Language**

- 17.300 a) All overtime worked in excess of a regularly scheduled twelve (12), ten (10) or eight (8) hour shift and all hours worked on regularly scheduled days off shall be paid at the applicable overtime provisions in accordance with the established Compressed Work Week rates.
1. On the twelve (12) hour day, all EDO's will be compensated as follows:  
The first three (3) hours worked at doubletime (2x)  
The next six (6) hours worked at time and one half (1 ½)  
The last three (3) hours worked at doubletime (2x)
  2. On the ten (10) hour day, all EDO's will be compensated as follows:  
The first two and one half (2 ½) hours worked at doubletime (2x)  
The next five (5) hours worked at time and one half ( 1 ½ )  
The last two and one half (2 ½) hours worked at doubletime (2x)
  3. On the eight (8) hour day, all EDO's will be compensated as follows:  
The first two (2) hours worked at doubletime (2x)  
The next four (4) hours worked at time and one half (1 ½ )  
The last two (2) hours worked at doubletime (2x)
- b) All hours worked on Statutory Holidays will be paid at double-time (2) in accordance with Compressed Work Week rates.

<b>9. ARTICLE 18.000 STATUTORY HOLIDAYS</b>
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### **Article 18.300**

#### **Existing Article**

- 18.300 The four (4) days off in a ten (10) day on four (4) days off work pattern will be considered scheduled days off for purposes of statutory holiday observance. Should a recognized statutory holiday fall on one of the four (4) days off it will be moved into the work week for observance.

#### **Delete Article**

- ~~18.300 The four (4) days off in a ten (10) day on four (4) days off work pattern will be considered scheduled days off for purposes of statutory holiday observance. Should a recognized statutory holiday fall on one of the four (4) days off it will be moved into the work week for observance.~~

**9. ARTICLE 29.000 ADMINISTRATION FUND**

***Existing Language***

29.100 The Employer shall contribute an amount of ten cents (\$0.10) per hour worked to the General Presidents' Maintenance Industry Administration Fund.

***New Language***

29.100 The Employer and all Sub-Contractors to this Agreement shall contribute an amount of ten cents (\$0.10) per hour worked into the Administration Fund of the General Presidents' Maintenance Committee for Canada.

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

***New Language for Administration Fund Appendix***

In accordance with Article 29.100, the Employer and all Sub-Contractors to this agreement shall pay ten cents (\$0.10) per hour worked into the Administration Fund of the General Presidents' Maintenance Committee 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 General Presidents' Maintenance Committee for Canada must include an additional 5% (GST) to be remitted along with the General Presidents' Maintenance Committee for Canada monthly remittances.

**NOTICE TO CONTRACTORS**

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

General Presidents' Maintenance Committee for Canada  
447 Frederick Street, Suite 100  
Kitchener, Ontario  
N2H 2P4

ATTENTION: Brett McKenzie, Executive Director

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**10. ARTICLE 25.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING**

***Existing Language***

25.304 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program.

***Amended Language***

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

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**11. ARTICLE 31.000 DURATION OF AGREEMENT**

***Existing Language***

31.100 It is understood that this Agreement shall be in full force and effective from January 1, 2020 to December 31, 2022 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date. Changes by mutual consent of the parties, are not excluded during the lifetime of this Agreement.

***Amended Language***

30.100 It is understood that this Agreement shall be in full force and effective from January 1, 2023 to December 31, 2024 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date. Changes by mutual consent of the parties, are not excluded during the lifetime of this Agreement.

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**12. ADD TO COVENANTS INDIGENOUS LAND RECOGNITION**

***Add New Language to Covenants***

We acknowledge the land of the our projects that contractors and unions alike work on in the Province of Alberta is the traditional and ancestral territory of many Indigenous peoples, presently subject to Treaties 4, 6, 7, 8 and 10. Namely: the Blackfoot Confederacy – Kainai, Piikani, and Siksika – the Cree, Dene, Saulteaux, Nakota Sioux, Stoney Nakoda, and the Tsuu T’ina Nation and the Métis People of Alberta. This includes the Métis Settlements and the Six Regions of the Métis Nation of Alberta within the historical Northwest Métis Homeland. We acknowledge the many First Nations, Métis and Inuit who have lived in and cared for these lands for generations. We are grateful for the traditional Knowledge Keepers and Elders who are still with us today and those who have gone before us. We make this acknowledgment as an act of reconciliation and gratitude to those whose territory we work in, reside on or are visiting.

## 13. 29.200 ADMINISTRATION FUND

### *Add New Articles*

#### 29.200 Maintenance Contractors Association

The Parties recognize the formation by the Employers of the “Maintenance Contractors Association” and agrees to deal with the said Association as the sole and exclusive agent of the Employers who are members thereof in the administration of a common Collective Agreement. The Association will not have bargaining authority to negotiate on behalf of any of the said Employers on an individual or collective basis.

#### 29.300 Funding

Each Contractor working under the terms of this Collective Agreement shall contribute ten (10) cents for every hour worked by each employee covered by this Collective Agreement to the named contractors association (the “NCA”) into the appropriate name of a specific fund/plan on or before the 15th day of the month following the month for which the contributions are owed. Such amounts (the “Industry Fund Contribution”) shall be used as the Contractor’s contribution towards the cost for the administration of the association and collective agreement. It is understood that the Industry Fund Contribution is in addition to the rates and other conditions of this Collective Agreement. The Industry Fund Contribution amount may be revised from time to time upon notice from the NCA.

## 14. ITEM OF UNDERSTANDING ESTABLISHMENT OF SUNCOR SUITE OF PROJECTS GPMA

1. The Parties have agreed to establish a separate GPMA Collective Agreement to cover “Suncor Suite of Project Sites” as identified below:
  - a. Suncor Base Plant, Fort McMurray
  - b. Suncor Firebag
  - c. Suncor Fort Hills
  - d. Suncor MacKay River
  - e. Syncrude, Fort McMurray
2. Transfer of Craft Personnel
  - a. The Parties agree that Employers engaged in the execution of maintenance work on any of the sites above will have the ability to transfer their employees from site to site on an as needed basis.
  - b. All provisions on the transfer provision will be contained within the Collective Agreement.

## 15. HOUSEKEEPING ITEMS

- 1) Review and Revise Alberta GPMA Collective Agreements for Gender Neutrality.
- 2) Strike a sub-committee to come back to Industry Group with recommendations on the consolidation of the two Maintenance Collective Agreements.

3) **Statutory Holiday Observance:**

The Parties agree to amend the appropriate sections contained within Article 12.000 Holidays should ten (10) of the thirteen (13) participating trades local construction reference agreements be settled and contain contract language identifying that Statutory Holidays be observed on the day which they fall and are not moved into the work week for observance.

4) **100% of Appropriate Benefits**

The Parties agree that the application of the 100% of Appropriate Benefits will be based upon the respective Local Union's Construction Reference Agreement. Benefit contributions based on hours earned in construction will be paid on hours earned in maintenance and contributions based on hours worked in construction will be paid on hours worked in maintenance.

5) **Work Ready Workforce**

The Parties agree that the discussions on the Work Ready Workforce (WRWF) will be transitioned over the WRWF Sub-Committee, and a recommendation will be brought forward once they have been able to investigate and examine all pertinent subject matter.

6) **Rope Access**

The Parties agree that the discussions on the Rope Access will be transitioned over the Rope Access Sub-Committee and a recommendation will be brought forward once they have been able to investigate and examine all pertinent subject matter.

7) **Appendix 'E'**

The Parties agree that the provisions of Appendix 'E' will be updated to reflect the agreed to changes to the overtime provisions contained within the GPMA and also updated to provide the provision to allow the twelve (12) hour day with three (3) paid breaks to be executed on either a five eights base work schedule (5 x 8) or a four ten's (4 x 10) base work schedule with appropriate overtime provisions. Employers will identify which work schedule they intend to use when providing the required written notification.

8) **Camp Conditions**

The Employers commit to assisting the General Presidents' Maintenance Committee for Canada wherever possible to address the issue of declining camp conditions as discussed during the renewal process.

**16. UPDATED & POSTED COLLECTIVE AGREEMENTS**

It is understood that the Administrative Office of the General Presidents' Maintenance Committee for Canada will update and post the revised collective agreement to the website shortly.

Regards,



Brett McKenzie  
**Executive Director**  
**General Presidents' Maintenance Committee for Canada**