



GPMC

General Presidents' Maintenance Committee for Canada
LEADERS IN UNIONIZED MAINTENANCE

COLLECTIVE AGREEMENT

The General Presidents' Maintenance Committee for Canada Project Agreement for

Maintenance by Contract in Canada for

CANADIAN FERTILIZER LIMITED

Medicine Hat, Alberta

PARKLAND REFINING LTD.

Bowden, Alberta

Project Agreement for Maintenance by Contract in Canada

This Agreement is entered into this 1st day of January 2023 by and between CAM FIELD SOLUTIONS CANADA CORP., of Calgary, Alberta, (hereinafter referred to as the "Company"), and those International Unions listed hereunder (hereinafter referred to as the "Unions"), for the purpose of maintenance, repair and renovation work for the following projects:

CANADIAN FERTILIZER LIMITED located at Medicine Hat, Alberta

PARKLAND REFINING LTD. located at Bowden, Alberta

The Unions are composed of the following International Unions:

International Association of **HEAT AND FROST INSULATORS** and **ALLIED WORKERS**

International Union of **BRICKLAYERS** and Allied Craftworkers

United Brotherhood of **CARPENTERS** and Joiners of America

OPERATIVE PLASTERERS and **CEMENT MASONS** International Association

International Brotherhood of **ELECTRICAL WORKERS**

International Association of Bridge, Structural, Ornamental and Reinforcing **IRON WORKERS**

LABOURERS International Union of North America

International Union of **OPERATING ENGINEERS**

International Union of **PAINTERS** and Allied Trades

United Association of Journeymen and Apprentices of the Plumbing and **PIPEFITTING** Industry of the United States and Canada

International Association of **SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS**

International Brotherhood of **TEAMSTERS**

Contents

COVENANTS.....	5
ARTICLE 1.000 APPLICATION FOR PROJECT AGREEMENTS.....	6
ARTICLE 2.000 AUTHORITY & RESPONSIBILITY OF THE COMMITTEE IN ADMINISTERING THE AGREEMENT.....	6
ARTICLE 3.000 RECOGNITION	7
ARTICLE 4.000 UNION SECURITY.....	7
ARTICLE 5.000 SCOPE OF WORK	8
ARTICLE 6.000 DEFINITIONS.....	8
ARTICLE 7.000 GRIEVANCE PROCEDURE.....	9
ARTICLE 8.000 JURISDICTION	10
ARTICLE 9.000 UNION REPRESENTATIVES	11
ARTICLE 10.000 STEWARD	11
ARTICLE 11.000 REFERRAL OF TRADESPERSONS	12
ARTICLE 12.000 WAGES	14
ARTICLE 13.000 DAY WORK CONDITIONS.....	17
ARTICLE 14.000 SHORT SHIFT CONDITIONS.....	20
ARTICLE 15.000 LONG SHIFT CONDITIONS	22
ARTICLE 16.000 STARTING TIME AND QUITTING TIME CONDITIONS	24
ARTICLE 17.000 COMPRESSED WORK WEEK CONDITIONS.....	24
ARTICLE 18.000 STATUTORY HOLIDAYS	24
ARTICLE 19.000 VACATION ALLOWANCE.....	25
ARTICLE 20.000 MINIMUM PAY AND REPORTING TIME.....	25
ARTICLE 21.000 TRAVEL	27
ARTICLE 22.000 MIXED CREWS	28
ARTICLE 23.000 SUPERVISION.....	28
ARTICLE 24.000 TOOL ROOMS	28
ARTICLE 25.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING.....	28
ARTICLE 26.000 PROJECT RULES	29
ARTICLE 27.000 PERIODIC CONFERENCE	30
ARTICLE 28.000 WORK STOPPAGES	30
ARTICLE 29.000 ADMINISTRATION FUND	30
ARTICLE 30.000 MANAGEMENT CLAUSE	30
ARTICLE 31.000 DURATION OF AGREEMENT.....	31

ARTICLE 32.000 ELECTRONIC SIGNATURE.....	31
EXAMPLES SECTION.....	34
APPENDIX A	35
<i>General Understandings Arising From 2002, 2004, 2007, 2010, 2019 Renewal Discussions.....</i>	<i>35</i>
<i>General Understandings Arising From 2022 Amendment Discussions</i>	<i>36</i>
ALBERTA BEREAVEMENT PROTOCOL	38
<i>The General Presidents' Maintenance Committee For Canada (Bereavement Protocol).....</i>	<i>38</i>
APPENDIX B	42
<i>12 Hour Shift Alteration Policy Letter.....</i>	<i>42</i>
APPENDIX C.....	43
<i>CF Industries Scheduled Day Off Schedule (SDO)</i>	<i>43</i>
APPENDIX D	44
<i>Administration Fund</i>	<i>44</i>
WAGE & BENEFIT SCHEDULE (ALL PROJECTS ALBERTA).....	45

COVENANTS

Whereas, the Company is engaged in the business of plant maintenance, repair and renovations (as defined in Article 6.000) 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 Unions herein listed with the Company wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas, the 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 Unions on maintenance, repair and renovation 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 General Presidents' Committee 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 is engaged in the business of Plant Maintenance and as such has the authority to sell its services, within the scope of Article 6.000 "Definitions", under the terms and conditions of this Agreement without prior knowledge or approval of the Committee. Conversely, the Company has the responsibility of satisfying the conditions of application (continuous and increasing utilization of Contract Maintenance services for specific Owner) and compliance with terms and conditions of the Agreement.

Whereas, the Company and the Unions 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 Unions 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 regulation 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 not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

Whereas a number of the Unions have initiated Standards of Excellence or similar programs for the development of their members, the Parties to this Agreement support the goals of those programs.

Whereas the General Presidents' Maintenance Committee for Canada has initiated a Rules of Engagement Pledge, the parties to this Agreement support the goals of this program.

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.

It is, therefore, agreed by the undersigned Company and the undersigned Unions that in consideration of the mutual promises and covenants contained herein, the Project Agreement be made as follows:

ARTICLE 1.000 APPLICATION FOR PROJECT AGREEMENTS

- 1.100 Any Company desiring to enter into a Project Agreement for Maintenance by Contract, must appear before the General Presidents' Committee (hereinafter the "Committee") for purposes of review and orientation and present to the Committee written evidence of the Owner's intent to engage that Company in the performance of maintenance service for a minimum period of one full year, subject to the usual termination clauses in such contracts.
- 1.200 It is further understood that the Project Agreement shall not be applicable for "shutdown" or "turnaround" work except when such work is performed within the scope of full or year-round supplementary maintenance contracts. In order to implement this restriction, it is understood that on newly constructed plants or units a shutdown may occur at any time under the terms of the Project Agreement but existing plants employing this service must have been under contract for full or year-round supplementary Maintenance service for at least four (4) months prior to commencement of the shutdown/ turnaround or such work shall be performed under the terms of the local Construction Agreement.
- 1.300 Should the contract for full or year-round supplementary maintenance be terminated during the term of this Collective Agreement for any of the projects listed, this Collective Agreement shall be considered null and void as it applies to that project or projects.

ARTICLE 2.000 AUTHORITY & RESPONSIBILITY OF THE COMMITTEE IN ADMINISTERING THE AGREEMENT

- 2.100 With the Company, to interpret and administer the terms and conditions set forth in the agreement.
- 2.200 To screen and police each Company seeking use of Agreement in order to assure proper application and interpretation.
- 2.300 To review and instruct member Unions and/or the Company in interpretation and application of terms and conditions (subject to Step V of Grievance Procedure) when the Company or employees of any given Union depart from Agreement conditions.

- 2.400 With the Company, through a Subcommittee, visit the location of each maintenance job prior to commencement or as often as necessary to initiate and maintain the cooperation of the Local Unions.
- 2.500 To prepare and distribute duly negotiated collective agreements for signing.

ARTICLE 3.000 RECOGNITION

- 3.100 The bargaining unit under this Agreement shall comprise all employees of the Company, coming under the jurisdiction of the Unions signatory to this Agreement, now employed and employed in the future for maintenance, repair and renovation work at the Owner's plant site.
- 3.200 The Company and the Unions:
- 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.
- 3.202 Recognize the Unions as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of their respective Unions. The responsibility for interpretation and administration of this Agreement rests in the Committee.
- 3.203 Agree to bargain collectively with the Unions and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto. On maintenance work, the Project Agreement shall govern terms and conditions and take precedence over local construction agreements or area practices.

ARTICLE 4.000 UNION SECURITY

- 4.100 All employees under this Agreement, as a condition of employment, shall be members of or secure membership in a Signatory Union and maintain such membership in good standing.
- 4.200 The Company will cooperate with the Signatory 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 tradesperson.
- 4.300 The Company will contact the appropriate Union local first to secure the necessary tradespeople. However, when the Union cannot supply tradespeople within forty-eight (48) hours exclusive of Saturday, Sunday and holidays, the Company may secure them from any source and immediately put them to work with advice to the tradespeople that they are employed subject to Union Agreement of Membership and advice to the appropriate Business Agent that the tradespeople are on the job. The tradespeople employed under these conditions will make application to the appropriate Local Union within fifteen (15) calendar days of hire.
- 4.400 It will be the Unions' responsibility to provide a referral slip to the tradespeople at the Jobsite. New employees shall not be permitted to hire on without a dispatch slip from the Union.

4.500 When the Union cannot supply qualified tradespeople within forty-eight (48) hours of the date requested, then the Company may secure other qualified tradespeople who must apply for membership in the respective Union.

4.600 In emergency situations, where the Company has two (2) or more Maintenance Projects within the jurisdiction of the same Local Union, the Company shall have the right to transfer employees between projects after the Local Union has been given the opportunity to supply and has failed to do so.

ARTICLE 5.000 SCOPE OF WORK

5.100 The scope of this Agreement covers all work of a maintenance, repair and renovation nature, 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.

5.200 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.

5.300 The Unions and the Company understand that the Owner may, at their discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in their plant.

ARTICLE 6.000 DEFINITIONS

6.100 Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.

6.101 "Long-Term Maintenance" shall be the continuing work performed of a maintenance, repair, renovation character within the limits of the plant property exclusive of "Short-Term Maintenance" defined below.

6.102 The Company will designate the anticipated number of Long-Term Maintenance force job openings at the pre-job meeting and from time to time as job conditions warrant.

6.103 "Short-Term Maintenance" means work that is terminated within thirty (30) available days of work.

6.200 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 plant in order to increase production.

6.300 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.

6.400 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.

- 6.500 The word "repair" used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities to efficient operating conditions.
- 6.600 The word "renovation" used within the terms of this Agreement and in connection with maintenance, is work required to change by replacement or by "revamp" of parts of existing facilities to efficient operating conditions.
- 6.700 Fire restoration work will be administered as follows:
- 6.701 The restoration of a plant completely destroyed by fire is considered construction work.
- 6.702 The restoration of a major part of a plant including several sections which have been destroyed or damaged by fire, shall be governed by the following criteria:
- (a) The removal of damaged equipment and the preparation of the damaged area to make it suitable for new equipment will be Maintenance.
 - (b) The installation and erection of new equipment will be Construction.
- 6.703 When the fire damage is localized to a given operating unit, such as a heater, distillation tower, compressor, pumphouse equipment and the like, then the restoration of same is to be considered Maintenance.
- 6.800 The administration and interpretation of this Article is the responsibility and prerogative of the General Presidents' Committee for Contract Maintenance in Canada.

ARTICLE 7.000 GRIEVANCE PROCEDURE

- 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
- 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.

ARTICLE 8.000 JURISDICTION

- 8.100 Project maintenance conditions do not always justify adherence to craft lines which, in itself, does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite crews may be formed where conditions warrant, but this is not to be construed under regular operating conditions as the Company's prerogative to assign employees out of their usual skill classification.

- 8.200 The Company may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- 8.300 It is understood that all employees will work together harmoniously as a group and as directed by the Company.
- 8.400 In the event that any jurisdictional disputes shall rise between two (2) or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Company representative, based upon decisions and agreement of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the International Office of the Unions involved for a project decision.
- 8.500 The Company and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of the Owner's plant.

ARTICLE 9.000 UNION REPRESENTATIVES

- 9.100 Representatives of the Unions shall have access to the job during working hours on Union business. They shall, as regulations of the plant permit, obtain specific authorization from the Company for each visit. When Representatives are visiting a project site with multiple Employers, they will contact each individual Employer prior to contacting the Employees of each respective Company.

ARTICLE 10.000 STEWARD

- 10.100 Each Union signatory to this Agreement may appoint or select one (1) working Steward from among the Company employees to act as a representative of the Union in connection with Union business. Each Union may also appoint an acting Steward for afternoon or midnight shifts and based upon the requirements of the site may appoint additional alternate Stewards after consultation with the Employer. These Stewards shall be allowed reasonable time to conduct Union business related to work being performed under this Agreement at the project site. The provisions of Article 10.400 shall only apply to one designated Steward per Union.
- The Business Manager or Business Agent of the applicable Local Union shall be consulted in advance of the termination of the Steward.
- 10.200 Steward designations must be confirmed in writing to each job superintendent in order to allow recognition of Steward's privileges.
- 10.300 The Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. The Company will use its best efforts to advise Job Stewards of unscheduled overtime.
- 10.400 At layoff the appointed Steward will be one of the last five (5) employees on the job.
- 10.500 Notwithstanding the remainder of this Article, a Job Steward who is a short-term employee may be laid off when the assignment for which they are hired is completed.

ARTICLE 11.000 REFERRAL OF TRADESPERSONS

- 11.100 Maintenance work that the Company performs involves maintaining operating units that in almost all cases must be kept running. This situation means that much of the work is of an emergency nature and therefore, will require at times the acceptance of extreme fluctuations in the labour demands made by the Company on the Unions. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the personnel requirements of the Company.
- 11.200 When employees are required, the Company shall request that the required number of applicants be referred for employment under the following minimum standards. Such requests to the Union Hall will be made and/or confirmed by facsimile.
- 11.201 The Local Union Business Representative will be contacted by the Company on all occasions when tradespeople are required and the Company shall state that the tradespeople are required for maintenance work, and also state:
- (1) whether they are to be day rated, short shift, long shift or Compressed Work Week employees.
 - (2) whether they are to be initially employed on Long-Term or Short-Term Maintenance as defined herein.
- 11.202 The Company will use its best judgment in advising the Local Business Agent of type of work (ie. day rate, shift, etc.) and if employee is to be assigned to Long-Term or Short-Term Maintenance work.
- 11.203 The Union representative shall, to the best of their ability, supply qualified tradespeople to perform the work described under this Agreement. The parties to this agreement support the concept that employees will provide trade qualification certificates, where applicable, at hire.
- 11.204 For just and sufficient cause, the Company shall retain the right to reject any applicant referred by the Union.
- 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.
- 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.

11.300 The designation and determination of the number of forepersons on maintenance work shall be the prerogative of the Company. The Foreperson may be requested to work with the tools when, in the Company's opinion, it is advisable.

11.400 Tradespeople referred to the job by the Local Union Representative, shall report to the specified location at the date and time specified by the Employer.

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.

11.500 The Company may transfer employees with special skills or qualifications to projects which are in the geographical jurisdiction of the Local Union and where forces are being increased. Transfers are not permitted to displace existing employees.

Transfer between GPMA Agreements within the scope of the Local Union is permitted with the mutual agreement between the Company and the Local Union and on a voluntary basis for each affected employee. The Mutual agreement between the Company and the Local Union will not be unreasonably withheld. In the event that the employee refuses to be transferred, they will be issued the appropriate Record of Employment (ROE) pursuant to the Employment Insurance Act, however, it is generally understood that such circumstances would not attract a Code M or E designation

- 11.600 When employees are absent from work and do not inform the project supervisor of the reason for their absence such employees may be terminated.
- 11.700 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.
- 11.701 The component Unions of the General Presidents' Maintenance Committee for Canada (GPMC) recognize the importance of the supply of skilled and ready-to-work employees on maintenance projects. The GPMC 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 in to the trade specific appendices of the reference agreement will be incorporated into this agreement. The Committee understands the current costs being absorbed by the industry due to the duplication and redundancy of training and commits to working with the Signatory Employers towards the development of an industry standard for core training within the province of Alberta.
- 11.702 The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, workers are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone. Following the acceptance of a dispatch slip, workers shall promptly remit to the Employer, copies of any applicable safety certificates by fax, email, or personal presentation at an address of the Employer or any other method that will achieve this objective.

ARTICLE 12.000 WAGES

- 12.100 Wages are to be paid as follows:
- 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 \$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.

- 12.102 Employees on "Long-Term Maintenance, Compressed Work Week" shall be paid according to the attached "Long-Term Maintenance, Compressed Work Week Wage Schedule", for shift work only. Overtime worked shall be paid in accordance with the "Schedule of Rates on Long-Term Maintenance".
- 12.103 Any enablement provisions made by the Local Unions to the wage rates or benefits packages and provided to contractors not signatory to the agreement will be extended to the GPMA employers when bidding the same or similar work packages. In these circumstances' maintenance will be at the enabled conditions.
- 12.104 Alloy welders with a valid alloy welding certificate will be paid an additional premium of two dollars and fifty cents (\$2.50) per hour worked if certification was a requirement for dispatch.
- If a welder on site who was not dispatched as an alloy welder, but has the certification, or is requested to be certified by the employer and is requested to perform alloy welding, the worker will be re-classified as an alloy welder and paid the alloy welder premium from the date of re-classification.
- This premium shall not pyramid on an overtime hour; however, it will attract applicable Vacation and Statutory Holiday Pay.
- 12.200 Fringe Benefits will be paid according to the attached Schedule of Maintenance Wages and Benefits.
- 12.201 Employers will make appropriate contributions to the following funds for those participating trades which have the provision contained within their respective Industrial Construction Reference Agreement:
- Building Trades of Alberta
 - Audiometric Testing
 - Construction Employee Family Assistance Program (CEFAP)
 - Case Managed Aftercare (CMAC)
 - Rapid Site Access Program (RSAP)
 - Workforce Development Trust Fund (WFDT)
- 12.202 General Foreperson and Foreperson who have achieved the status of Industrial Construction Crew Supervisor designation from the Alberta Apprenticeship Industry Training will receive an additional one dollar and fifty cents (\$1.50) over the regular General Foreperson and Foreperson rates (for all hours worked) contained in the applicable reference agreement. The premium is not to be pyramided.
- 12.300 Management Association funds, discretionary funds and premium for high or low work, hazardous work, dirty work, acid work and other similar fringes are excluded from this Agreement.
- 12.400 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:
- 12.401 Should a work stoppage occur in negotiating the local Agreement, the employees of the affected Unions will be paid the appropriately adjusted wage rate negotiated in the new Agreement, on a retroactive basis to the date of the work stoppage or the effective date of the new wage rate whichever is the earlier. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

- 12.402 Should no work stoppage occur in negotiating the local agreement, the employees of the affected Unions will be paid the appropriately adjusted minimum wage rate negotiated in the new Agreement on the effective date of the new wage rate.
- 12.403 Upon renewal of a local reference agreement the Employer will have thirty (30) days from receipt of notification to implement any initial monetary changes. Payment of any initial increase will be paid retroactively to the implementation date.
- 12.500 Wages will be paid weekly by cheque or electronic deposit. At the discretion of the Employer, an exception to direct deposit will be made where an employee is able to provide a letter from a recognized Canadian Financial Institution verifying that the employee is ineligible to establish banking arrangements. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements the Company may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed not later than the following Thursday before the end of the shift except during a week when a Statutory Holiday falls on a Monday, in which case wages will be distributed no later than the following Friday before the end of the shift.
- At the Employer's option, electronic pay records and records of Employment may be provided in lieu of printed records. Upon request from an employee that does not have the capability to access electronic records, printed pay records shall be issued. Upon request, a printed record of employment will be issued.
- 12.501 Employees who are separated from the services of the Company shall normally receive their final wages, vacation pay due, Record of Employment (ROE) on their next regularly scheduled pay period for the pay period in question.
- When electronic deposits are made, the final deposit and other termination document mailings/filings must be made by the next pay period.
- 12.502 It is recognized that there will be certain occasions when the timeframes in 12.501 are not met. For cheques or deposits not received in accordance with the timeframes set out in 12.501 above, following notice to the Company by the Employee or Local Union penalties contemplated in 12.503 shall apply. In the event that there is a payroll error (miscalculation) on the final cheque or electronic deposit, the Company will have three (3) days exclusive of Saturdays, Sundays and Statutory Holidays, 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 three (3) days, the Company will pay a penalty of \$100.00 from the pay date of the final electronic deposit.
- 12.503 Should wages & vacation pay not be received within the timeframes outlined in 12.502 the Company will pay a penalty of \$100.00 per day exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing is made.
- 12.504 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 writing on an appropriate form provided by the Employer, in any event, not more than twenty-one (21) calendar days from date of termination.
- 12.505 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 business day after the shortage was brought to their attention. Should this payment not be made, the applicable provisions of Article 12.503 and Article 12.504 above will apply.

12.505(i) In the event that there is a payroll error (miscalculation) on the weekly pay cheque or electronic deposit 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.

Should the employee not submit a payroll query within three (3) weeks of the payroll error (miscalculation) the penalty payment of one hundred dollars (\$100.00) per day will be applicable from day fifteen (15) and thereafter from the submission of the query.

12.506 When the Company or the Employee becomes aware of an overpayment, the Company the Union and the Employee will meet to negotiate the repayment terms.

ARTICLE 13.000 DAY WORK CONDITIONS

13.100 Eight (8) hours per day shall constitute a standard workday 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.

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. 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.

13.101 An employee, who is requested to work through their scheduled noon lunch period and the lunch period provided falls beyond the staggered one hour allowance, will be paid an additional one half hour at the straight time rate.

13.200 All time worked before or after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 18.000 of the Agreement shall be paid for at overtime rates as follows:

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.

13.400 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with the attached schedule.

13.500 Overtime meals on day work conditions are as follows:

13.501 When an employee is requested to work overtime, and the employee works more than ten (10) hours the Company agrees to provide a meal for their second meal break. Subsequent meals will also be provided by the Company as near regular four (4) hour intervals as possible.

13.502 When the foreperson is 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 13.501 unless those provisions are applicable to the rest of the crew.

13.503 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each 4 hours after the conclusion of each thirty (30) minute meal break. 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.

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:

(Notification must be provided prior to the end of the current shift for the following day(s), to be considered as 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.

ARTICLE 14.000 SHORT SHIFT CONDITIONS

(Long-Term and Short-Term Maintenance)

- 14.100 A 'Short' shift system may be established when it is intended to operate the shift for less than sixty (60) calendar days. "Short" Shifts may be established on an eight (8) or ten (10) hour per day work week arrangement pursuant to Clause 13.100.
- 14.101 Shift employees may be scheduled on a one-shift basis: days, afternoons, midnights; two-shift basis: days-afternoons, afternoons- midnights, midnights-days, or on a three-shift basis.
- 14.102 The establishment of a one, two or three shift system under this Article does not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000 or "Long Shift Conditions" as specified in Article 15.000 for other employees so assigned.
- 14.103 Each shift employee must be scheduled for three (3) consecutive work days and may be scheduled for five (5) or seven (7) days per week, except that when Saturdays or Sundays are worked they shall be paid at applicable overtime rates.
- 14.104 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 Clause 13.200.

- 14.105 Employees specifically hired to work one (1) or two (2) afternoon or midnight shifts, Monday to Friday will be paid eight (8) or ten (10) hours at the straight time rate plus the applicable shift premium and the applicable overtime rate for hours worked beyond eight (8) or ten (10) hours per shift. Long Term or Short Term employees transferred to a short shift of less than a three (3) day duration will be paid in accordance with Article 13.000.
- 14.200 Shift premiums on short shift conditions are as follows:
- 14.201 Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) or ten (10) hours for eight (8) or ten (10) hours pay.
- All Employees working eight (8) hour shifts 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
- Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) breaks of fifteen (15) minutes each.
- 14.202 Employees working an afternoon shift defined as a shift commencing at 8:00 a.m. and before 9:00 p.m. or a midnight shift defined as a shift commencing between 9:00 pm. and 2:00 a.m. will be paid a shift premium of three dollars and fifty cents (\$3.50) per hour worked.
- 14.203 A one-half hour unpaid lunch period will be allowed during each eight (8) or ten (10) hour work shift.
- 14.204 For purposes of this Agreement, Saturday begins at 8:00 a.m. Saturday and Sunday ends at 8:00 a.m. Monday.
- 14.300 All time worked before or after the established work day of eight (8) or ten (10) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 18.000 of the Agreement shall be paid for at overtime rates as follows:
- 14.301 Short-Term Maintenance & Long-Term Maintenance
- 14.301 (i) Five (5) Eight (8) Hour Day Option.
- Refer to chart 13.201.
- 14.301 (ii) Four (4) Ten (10) Hour Day Option.
- Refer to charts in Article 13.202 and 13.203.
- 14.400 Overtime meals on short shift conditions are as follows:
- 14.401 When an employee is requested to work overtime, and the employee works more than ten (10) hours the Company agrees to provide a meal for their second meal break. Subsequent meals will also be provided by the Company as near regular 4 hour intervals as possible.
- 14.402 When the foreperson is required to arrive at work up to 1/2 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 Clause 14.401 unless those provisions are applicable to the rest of the crew.

- 14.403 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each four (4) hours after the conclusion of each thirty (30) minute meal break. 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.
- 14.404 The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and holidays.
- 14.500 When shift schedules are to be changed, except as noted in Clause 14.600 below, such employees will be given twenty-four (24) hours advance notice and if less than twenty-four (24) hours advance notice is given, the first shift worked on the new schedule will be paid at time and one-half (1.5x) the straight time hourly rate.
- 14.600 When shift schedules are being revised to return the employee to their normal work schedule, the twenty-four (24) hours advance notice requirement of Article 14.500 will not apply. In place, the employee must be notified at the start of their shift that they are to return to their normal work schedule and they must have an eight (8) hour break, or rest period between the completion of their shift and the start of their normal work schedule. In the situation where the eight (8) hour break or rest period does not allow them to return to work at the normal starting time, the provisions of Clause 20.200 on minimum pay and reporting time apply.
- 14.700 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with the attached Schedule.

ARTICLE 15.000 LONG SHIFT CONDITIONS

(Long-Term Maintenance Only)

- 15.100 A 'Long' shift system may be established when it is intended to operate the shift in excess of sixty (60) calendar days. "Long" Shifts may be established on an eight (8) or ten (10) hour per day work week arrangement pursuant to Clause 13.100.
- 15.101 Shift employees may be scheduled on a one-shift basis: days, afternoons, midnights; two-shift basis: days-afternoons, afternoons midnights, midnights-days, or on a three (3) shift basis. Each shift employee must be scheduled for three (3) consecutive work days and may be scheduled for four (4), when working the four (4) ten (10) hour option, five (5) or seven (7) days per week.
- 15.101.1 A ten (10) on and four (4) off schedule may also be established as a compressed work week schedule and when utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week. Should an Employee work on the scheduled days off, the Friday and Monday will be paid at time and one half (1½x) and the Saturday and Sunday will be paid at doubletime (2x).

When a ten (10) on and four (4) off schedule is utilized, overtime on the Saturday and Sunday that fall in the middle of the schedule will be optional. Employees will be required to give at least three working days' notice of their intention not to work such overtime. Failure to provide the required notice and to report for work shall be considered absenteeism. Exercising this option will not preclude an Employee's opportunity to work other premium days when available.

- 15.102 The establishment of a one, two or three shift system under this Article shall not affect the Company's ability to continue to operate regular "Day Work Conditions" as specified in Article 13.000, or "Short Shift Conditions" as specified in Article 14.000, for those employees so assigned.
- 15.103 The above employees are those who are assigned to a scheduled shift unit which will run for a minimum period of sixty (60) days and will be scheduled to cover continuous plant operation for five (5) days or seven (7) days per week.
- 15.104 Employees engaged under the long shift conditions must complete sixty (60) days on shift except that when an employee is replaced within the shift for any reason (temporarily or permanently) both the replaced employee and the replacing employee shall be considered as the same for determining pay conditions under this Article.
- 15.105 In the event that the sixty (60) day conditions are not met, pay conditions will be adjusted to pay conditions for short shifts.
- 15.200 The above employees will have two (2) consecutive days off per week in lieu of Saturday and Sunday.
- 15.300 When shift schedules are to be changed such employees will be given twenty-four (24) hours advance notice and if less than twenty-four (24) hours advance notice is given the first shift worked on the new schedule will be paid at time and one-half (1 1/2) the straight time hourly rates.
- 15.400 Shift premium will be three dollars and fifty cents (\$3.50) per hour for afternoon shift and midnight shift.
- 15.500 The standard work day shall be eight (8) or ten (10) hours of employment. A one half (½) hour unpaid lunch period will be provided. No shift employee shall leave duty until relieved at their regular place of work without the permission of their supervisor.
- All Employees working eight (8) hour shifts 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
- Where a scheduled ten (10) hour day is established the rest or coffee breaks will be two (2) breaks of fifteen (15) minutes each.
- 15.501 Long Shift Overtime
- Refer to charts in Article 13.203 and 13.204.
- 15.501.1 When working the four (4) ten (10) hour option see Clause 14.302 for payment provisions.
- 15.502 In no case shall overtime rates exceed double the hourly rate shown on the attached sheet.
- 15.600 Payment for Statutory Holidays as listed in Article 18.000 of this Agreement, shall be subject to the following:
- 15.601 Payment for the Statutory Holidays, as listed in Article 18.000 of this Agreement, shall be in accordance with attached schedule.

15.602 All time worked on Statutory Holidays as listed in Article 18.000 of the Agreement shall be paid at the applicable overtime rate, but in no case shall overtime rates exceed double the hourly day rate shown on the attached schedule.

ARTICLE 16.000 STARTING TIME AND QUITTING TIME CONDITIONS

16.100 After notifying the Unions in writing, 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 new starting time.

Employees who are assigned to short shift work may only have the start time of their shift changed once during the calendar week. Otherwise, the first shift worked at the new start time will be at time and one-half (1.5x) the straight time hourly rate.

ARTICLE 17.000 COMPRESSED WORK WEEK CONDITIONS

17.100 A "Compressed Work Week" system may be established when it is intended to operate the system in excess of fourteen (14) calendar days. The system may be arranged to cover continuous plant operation for seven (7) days per week.

ARTICLE 18.000 STATUTORY HOLIDAYS

18.100 The following days will constitute the recognized holidays within the terms of this Agreement. Any other holiday proclaimed by either the Provincial or Federal Government will be automatically recognized within this Agreement.

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

18.200 Each of the recognized holidays listed in Article 18.100 shall be observed on the calendar day on which it occurs, premiums will apply for hours worked at double time (2x).

18.300 Holiday Observance Clarification:

On the day of observance, the Company may either pay the workforce at double-time (2), or provide the day off.

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 19.000 VACATION ALLOWANCE

- 19.100 Vacation Pay will be in accordance with vacation pay rates established in the attached Schedule.
- 19.101 For Long-Term maintenance employees only, the following vacation pay will apply:
- up to three (3) years service - six (6) percent;
 - more than three (3) years and up to seven (7) years service - seven (7) percent;
 - more than seven (7) years service and up to ten (10) years service - eight (8) percent.
 - more than ten (10) years service and up to twelve (12) years service – nine (9) percent
 - more than twelve (12) years service –ten (10) percent.
- 19.102 Long term maintenance employees who have a break in service with the Employer will maintain their years of service should the break in service be less than ninety (90) calendar days. A change to the commercial contract whereby an individual is moved from one Signatory Employer to another shall not be considered a break in service. The break in service is not applicable for those who quit or are terminated.

ARTICLE 20.000 MINIMUM PAY AND REPORTING TIME

- 20.100 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:
- 20.101 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.
- 20.102 The Foreperson and Shop 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.
- 20.103 If work which can be done under reasonable and safe conditions cannot be found for all the craftspeople, 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 craftspeople by rescheduling and altering the planned work, if so required.

- 20.104 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 craftspeople have refused to go to work.
- 20.105 Subject to above, Clause 20.500 of the Agreement shall be applied.
- 20.106 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-hour (2) period unless otherwise instructed by the Company Supervisor.
- 20.200 **Work Not Available** - The following conditions apply:
- 20.201 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.
- 20.202 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.
- 20.203 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.
- 20.300 **Conditions for Call-Ins of employees will be as follows:**
- 20.301 When an employee is called in to work on their scheduled day off or a holiday, they shall be paid a minimum of two (2) hours pay at double (2) the basic hourly rate.
- When the 4 x 10 schedule Tuesday to Friday is employed on a ten (10) and four (4) rotation and the employee is called into work on the straight time day (Friday of the second week) the employee will be paid straight time rates for hours falling within the normal work day.
- 20.302 Employee will receive minimum of two (2) hours pay for all Call-Ins regardless of time or duration except that total call in pay within a given eight (8) hour period will not exceed normal overtime pay for that 8 hour period.
- 20.303 **Call-Ins which immediately precede and become 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.
- 20.304 (i) When a tradesperson is advised prior to completion of a shift or work day or provided eight (8) hours notice after completion of a shift or work day, to report early for 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.
- (ii) When a tradesperson is advised prior to completion of a shift or work day or provided eight (8) hours notice after completion of a shift or work day, to report back and does report for work, at a specific time between shifts or on a scheduled day off, such work is not considered "Call-In" but will be paid a minimum of two (2) hours at the applicable overtime rate.
- 20.305 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 the 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.
- 20.306 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.
- 20.400 Subject to the above, it shall be the Company's prerogative to decide whether work shall be stopped during a day of work.
- 20.500 If an 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.
- 20.600 **Conditions for employees on Stand-By Duty on scheduled days off will be as follows:**
- 20.601 Whenever an employee is scheduled for stand-by duty the employee will be reimbursed with two (2) hours pay at double-time (2x) for each period of duty. Each stand-by period will not exceed twenty-four (24) consecutive hours, and not more than three (3) consecutive stand-by periods will be permitted. Stand-by duty means that an employee agrees to be available on call during the period. The names of persons on stand-by duty will be posted.
- 20.700 On initial hire or transfer, employees who report for work and no work is available shall be paid two (2) hours show-up on the first day. If no work available persists, employees who report for work each subsequent day will be so notified and paid two (2) hours straight time per day until work commences. In any event, after three (3) consecutive days of no work available, the employee is entitled to a lay-off for lack of work.

ARTICLE 21.000 TRAVEL

- 21.100 During the term of this Agreement, no subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Agreement.

ARTICLE 22.000 MIXED CREWS

- 22.100 It is recognized by the parties to this Agreement that the work covered at times requires the use of mixed crews. Where this becomes necessary, the Unions agree to cooperate with the Company in every respect in order that the work be conducted in a most expedient manner.
- 22.200 In the event that an emergency arises which would not warrant the "Call-In" of other tradespeople or others could not be reached, the Company shall have the right to assign those on the project to such emergency work as is necessary. The Company agrees that in such cases, it will have due regard where practicable to Union jurisdiction.
- 22.300 Conditions for emergency work are as follows:
- 22.301 A mixed crew under the terms of this Agreement shall be any group of employees up to and including the entire maintenance force signatory to this Agreement necessary to meet the emergency situation without regard to classification or craft for that period only.
- 22.302 An emergency under the terms of this Agreement is defined as any situation of an unexpected nature endangering life, property or normal plant production.
- 22.303 In the event such emergency continues, a return to craft line operation will be made as soon as contact between the Contractor and Local Business Agent is feasible. In any event the Contractor shall notify any or all Local Business Agents whose craft rights have been affected during the course of such emergency not later than the next regular business day.

ARTICLE 23.000 SUPERVISION

- 23.100 The Company reserves the right to send into the area of work as many Supervisors and Professional Engineers, as it deems necessary to supervise the work covered by this Agreement.

ARTICLE 24.000 TOOL ROOMS

- 24.100 The Company and the Unions agree that it shall be the Owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the personnel required for the operation of the centrally located tool room and warehouse may at the Owner's option be employed directly by them.
- 24.200 If it is the intention of the Company to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of this Agreement.

ARTICLE 25.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING

- 25.100 **First Aid** The Company or the Owner will provide first aid services in accordance with applicable Provincial or Federal Legislation and Regulations.

- 25.200 Safety The Unions and their members recognize that Client and Employer safety rules have been established to ensure that no employees are harmed in the performance of the work. The Unions and their members shall at all times fully cooperate with the Employer ensuring that safe work practices have been followed. 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 Company and the Owner. These rules and regulations are to be published at conspicuous places throughout the plant. The Company will provide to the employees, such items of safety equipment and apparel as required by these Safety Rules and Regulations.
- 25.300 Protective clothing for employees will be as follows:
- 25.301 The Company on request shall issue up to two (2) pairs of coveralls to long term employees each twelve (12) months. Cleaning of these coveralls will be the responsibility of the Company.
- All such clothing when issued by the Company will be worn during on-the-job activity, and will remain Company property and must be returned before leaving the jobsite. Rules and regulations governing the issue and return of such clothing will be published at a conspicuous location on the job.
- 25.302 The Company accepts the responsibility to provide coveralls and all necessary protective clothing required for working conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions.
- 25.303 The Company will provide a separate area for employees to remove and store coveralls, work clothing etc, prior to entering lunch rooms.
- 25.304 All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program through the submission of nominations annually.

ARTICLE 26.000 PROJECT RULES

- 26.100 Local Union Business Representatives should encourage all members to give Employers a permanent mailing address and the name and address of "next of kin" for notice purposes.
- 26.200 It is recognized that in an operation of this kind, the Company and the Unions have interests in the rules governing the performance of the work under this contract. It is agreed that such project rules and regulations will be prepared and distributed among the tradespeople on the job by the Company, provided such rules do not conflict with or contravene terms of this Agreement.
- 26.300 It is agreed by the Unions that all of the employees covered by this Agreement shall be made aware of these project rules and regulations by the Company at the time of their hire and that they shall be bound by them throughout the duration of their employment.
- 26.400 It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including discharge subject to Article 7.000, Grievance Procedure.

ARTICLE 27.000 PERIODIC CONFERENCE

27.100 Periodic conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

ARTICLE 28.000 WORK STOPPAGES

28.100 During the term of this Agreement there shall be no lock-out by the Company and no slowdown or work stoppage by any of the Unions.

ARTICLE 29.000 ADMINISTRATION FUND

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.

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.

ARTICLE 30.000 MANAGEMENT CLAUSE

30.100 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 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 judgment the spirit and intent of this Agreement has been violated.

ARTICLE 31.000 DURATION OF AGREEMENT

31.100 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.

ARTICLE 32.000 ELECTRONIC SIGNATURE

32.100 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 Signatory Employer physically signing a copy of the collective agreement.

Signed this 1st day of January 2023

FOR AND ON BEHALF OF THE *SIGNATORY EMPLOYERS*:

Canadian Fertilizer Limited & Parkland Refining Ltd.

ClearWater Energy Services LP

FOR AND ON BEHALF OF THE UNIONS:

VICE PRESIDENT

International Association of Heat & Frost Insulators & Allied 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

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

GENERAL PRESIDENT

International Brotherhood of Electrical Workers

GENERAL VICE PRESIDENT

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

DIRECTOR OF CANADIAN AFFAIRS

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

EXAMPLES SECTION

CASE I An employee who works from 8:00 a.m. to 4:30 p.m., and is called in at 1:00 a.m. and works until 3:30 a.m., then resumes their regular shift at 8:00 a.m., would be paid overtime for the hours worked from 1:00 a.m. to 3:30 a.m., but would be on straight time for 8:00 a.m.

The employee had a continuous 8 hour break between the end of one regular shift (4:30 p.m. to 1:00 a.m.) and the beginning of the next.

CASE II An employee who works from 8:00 a.m. to 4:30 p.m., and is called in at 11:00 p.m. and works until 2:00 a.m., then resumes their regular shift at 8:00 a.m., thus has not had a continuous 8 hour break between the end of one shift and the beginning of the next. The employee is entitled to overtime from 8:00 a.m. onwards until an 8 hour break occurs, or alternately and preferably the employee may be instructed not to report until 10:00 a.m., i.e., so that the employee has an 8 hour break. In this event the "2, 4, 8 hour" pay clause would apply and the employee would receive 8 hours pay for that day even though they reported back to work at 10:00 a.m. For call-ins on Sunday, which precede and may become continuous with regular work day Monday morning, the following rules will apply:

(1) The employee must have 8 continuous hours off in the 24 hour period immediately preceding 8:00 a.m. Monday morning.

(2) The employee should not work more than 16 hours without an 8 hour break.

CASE I Therefore, if an employee is called in at 4:00 p.m. Sunday and works until 1:15 a.m., the employee should report for work at 8:00 a.m. and be paid straight time, as the employee had an 8 hour break in the 24 hour period preceding 8:00 a.m. Monday.

CASE II An employee should not work more than 16 hours and must take an 8 hour break before continuing work. Therefore, an employee called in at 7:00 p.m. Sunday could work until 11:00 a.m. Monday, 16 hours. The employee would be paid double-time from 7:00 p.m. until 8:00 a.m. The employee would revert to straight time at 8:00 a.m., until 11:00 a.m. The employee would then be sent home at 11:00 a.m. and paid 8 hours for Monday (8:00 a.m. to 4:30 p.m.). Employees working long call-ins that approach regular starting time on Monday, should be given the option of remaining at work and taking advantage of the 16 hour rule. In other words, it is unfair to send the employee home at 7:00 a.m. after working 10 hours, and expect the employee to be back at 8:00 a.m. to be paid straight time.

CASE III In another case an employee is called in at 2:00 p.m. on Sunday and works until 2:00 a.m. The employee would be instructed to take an 8 hour break and report at 10:00 a.m. Monday and be paid for the day at straight time, as the employee did not have a continuous 8 hour break in the 24 hour period from 8:00 a.m. Sunday to 8:00 a.m. Monday.

APPENDIX A

GENERAL UNDERSTANDINGS ARISING FROM 2002, 2004, 2007, 2010, 2019 RENEWAL DISCUSSIONS

- 1) It is understood by the contractors signatory to the Agreement that if an employee is requested and required to work in areas where abnormal wear to approved footwear is incurred, as a result of normal duties, such footwear will be replaced by the Company. A ceiling of one hundred and fifty dollars (\$150.00) inclusive of G.S.T. is payable supported by receipts.
- 2) It is clarified that tonnage premiums as established in the Operating Engineers reference agreement will be paid on maintenance.
- 3) Specialty welders (United Association), with greater than two (2) continuous years of service will receive a one hundred and fifty dollar (\$150.00) payment, over and above their weld test time, for each specialty ticket which the Employer requires them to successfully test for/re-qualify. This amount increases to one hundred and seventy-five dollars (\$175.00) effective May 1, 2013.

Such payment does not apply to the renewal/re-qualifying for a basic "B" pressure ticket (F3F4).

- 4) The following Policy on Alcohol and Drug Guidelines and Work Rule was agreed to:

ALCOHOL AND DRUG GUIDELINES AND WORK RULE

WHEREAS certain Owners may dictate the necessity of an "Alcohol and Drug" policy; and

WHEREAS it is of mutual benefit for both parties to the "Collective Agreement", to endorse such a program of guidelines dealing with "Alcohol and Drug" policies in the workplace, both parties agree to endorse the following document as the standard of our industry.

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.6.1 dated May 1, 2023, 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.

- 5) [Understanding on Wage Formula Outside Ft. McMurray:](#)
Maintenance Journeyman base rates will be set at \$0.75 under Journeyman base rates in the reference construction agreements. Should the Journeyman base rate change in the National Maintenance Agreement, the parties to this agreement agree to review the rate structure under this Agreement.
- 6) The General Presidents' Maintenance Committee and those employers signatory to the General Presidents' Maintenance Agreement endorse and agree to enact as appropriate the "Joint Policy Statement on Military Leave for Employees in the Organized Construction and

Maintenance Industries” as established in May 2010 at the Canadian Building Trades Policy Conference held in Ottawa.

- 7) Throughout the Bargaining Process the Parties established an agreed to process with respect to the layoff of Maintenance workers under the General Presidents’ Maintenance Agreement. This protocol will be reviewed in the event of a dispute with respect to the order of layoff of maintenance workers.
- 8) The Parties to the Collective Agreement understand that it is important to be in continuous communication with one another in order to understand the ever-changing dynamics of the contract maintenance industry and commit to meeting at least once every six months or earlier at the request of either party if required.
- 9) The Union and Employers agree to the creation of a Workready Workforce Committee. The terms of the committee will be drafted and structured as to set the training and certification requirements by each craft union prior to hire by Employer.

GENERAL UNDERSTANDINGS ARISING FROM 2022 AMENDMENT DISCUSSIONS

Third Party Aftercare Provider

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.

Alberta Enablement Application Process

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 NMC when bidding new work.

Work Ready Workforce & Key Performance Indicator Sub-Committee

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 TBD

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

Rope Access Committee

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).

Amalgamation of GPMA and NMA Agreements

Strike a sub-committee to come back to Industry Group with recommendations on the consolidation of the two Maintenance Collective Agreements.

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.

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.

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.

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.

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.

ALBERTA BEREAVEMENT PROTOCOL

THE GENERAL PRESIDENTS' MAINTENANCE COMMITTEE FOR CANADA (BEREAVEMENT PROTOCOL)

PURPOSE

A group of Alberta contractors and the General Presidents' Maintenance Committee have created a protocol for Alberta GMPA Agreements 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 thirty-six (36) months 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 General Presidents' Maintenance Agreement. A change to the commercial contract whereby an individual is moved from one signatory to another shall not be considered a break in service.
- 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, 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 under the Alberta Adult Interdependent Relationships Act. (RS). In the

event that the period of time established under the Act is amended this protocol shall be deemed to have been amended with the same effective date.

Note: At the time of implementation of this protocol the period established under the Act is three (3) years.

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 or Sibling.

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

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, 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.

ARTICLE III - AMENDMENT

3.01 The parties agree to meet in June 2013 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.

APPLICATION FOR ALBERTA BEREAVEMENT ALLOWANCE

Employee Name	Badge #
Home Address	
Phone Number	e-mail address
Trade	Union
Site	Supervisor
	Date of Application

In making application for the bereavement allowance I agree to be bound by all terms and conditions established under the Alberta Bereavement Protocol currently in effect between the General Presidents Maintenance Committee and the signatory contractors.

I am making this claim for bereavement allowance for ____/____/____ to ____/____/____ during which time I was absent from work to attend a funeral or memorial service for _____.

The deceased person was related to me as:

- Spouse
- Child
- Parent or Parent-in-law
- Grandparent
- Sibling (Brother or Sister)

REQUIRED DOCUMENTATION

In order to process your application for the Alberta Bereavement Allowance, you must include documents supporting this application including proof of death and relationship to the deceased. If you do not submit the required documents, your application cannot be processed. **This may include but is not limited to a copy of the deceased person's death certificate, death notice, memorial card or obituary.**

All employee claims must be filed within sixty (60) calendar days of the death. In order to qualify for the employee must have been employed by the Employer for at least thirty-six (36) months of continuous service prior to the date of death and must be employed by the Employer when the death occurs.

In signing this application I verify that all the information contained herein is accurate and true. I understand that false or fraudulent claims will be treated as fraud and in the event that this application is determined to be false or fraudulent the Employer may recover any monies paid to me from my regular pay including from my final pay from the Employer.

Employee signature	Date
Supervisor Signature	Date
LR Authorization	Date
Payroll Approval	Date

Completed forms are to be held on employee personnel file.

APPENDIX B

12 HOUR SHIFT ALTERATION POLICY LETTER

Upon written notification to the affected local unions and the General Presidents' Maintenance Committee for Canada, Employers may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities within the province of Alberta.

- 1) The shift will may be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift or the 5 x 8 schedule (Monday to Friday). (Letter to the Unions and GPMC must identify the schedule being utilized).
- 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:
 - 4 x 10 Monday to Thursday or Tuesday to Friday: 10 hours @ straight time, 2 hours @ doubletime (2x)
 - 5 x 8 Monday to Friday: 8 hours @ straight time, 2 hours at time and one half (1 ½), 2 hours at doubletime (2x)
- 5) Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the General Presidents' Maintenance Agreement (GPMA).
- 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:

- 7) 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.
- 8) 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.
- 9) Any deviation from the outlined conditions may result in the cessation of the shift for the Company.

APPENDIX C

CF INDUSTRIES SCHEDULED DAY OFF SCHEDULE (SDO)

In order to harmonize with the Owner's in plant personnel at CF Industries, the Employer has been approved to work an 8-9-9-8-8 work week on a Monday to Friday rotation at the facility. It is intended for on-going work (core maintenance work) and does not operate in unplanned outages, scheduled outages or during "major shutdown" situations.

Guidelines of the 8-9-9-8-8 Schedule are as follows:

- 1) The schedule for regular core maintenance activities will operate on an 8-9-9-8-8 rotation on a Monday to Friday basis.
- 2) Employees will be paid in full for all hours worked each week. (For example, if someone completes the regular 8-9-9-8-8 schedule, they will be compensated for forty-two (42) hours at the regular straight time hourly rate and all required contributions under the collective agreement will be compensated based upon forty-two (42) hours.
- 3) The first two hours of overtime on the 8-9-9-8-8 will be compensated at time and one half (1 ½).
- 4) The employer will identify the core maintenance personnel who will operate under the SDO schedule.
- 5) When submitting requests for craft personnel to the local unions, the employer will identify if the individual being hired is to be part of the core maintenance team.
- 6) The Employer will keep a record for each employee and track the number of nine (9) hour days worked at straight time.
- 7) Should an Employee be asked to work a Scheduled Day Off the following will apply:
 - a) Work on a SDO will be on a voluntary basis.
 - b) All work on the SDO will be paid in accordance with the number of hours an individual Employee has worked since the last SDO. For example: if an individual has worked three (3) of the scheduled nine (9) hour days and are asked to work an SDO, the first five (5) hours on the schedule will be paid at the straight time rate and all additional hours will be compensated at the appropriate overtime rate as per the collective agreement.
 - c) The SDO schedule will be suspended during unscheduled and scheduled outages as well as during major shutdowns/turnarounds. (The Employee's accumulated hours worked on the nine (9) hour days will remain frozen until their return to the regular SDO Schedule.)
- 8) The Parties agree to meet no later than October 31, 2023, to review the operation of the schedule to ascertain if any changes are required.

APPENDIX D

ADMINISTRATION FUND

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

Remittances to the 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

WAGE & BENEFIT SCHEDULE (ALL PROJECTS ALBERTA)

General Presidents' Maintenance Committee For Canada

Article 12.000

ALL PROJECTS ALBERTA

- 1) The following formula will be used for the determination of Long and Short Term Maintenance Base Rates and Benefits for the duration of the Agreement: **January 1, 2023–December 31, 2024.**
 - I) Fort McMurray only: Maintenance Base Rates will be set at 100% of Construction Base Rates plus 100% of appropriate benefits.
 - II) Outside of Fort McMurray: Long & Short Term Maintenance Base Rates will be set at \$0.75 under Construction Base Rates plus 100% of appropriate benefits.
- 2) Apprentice rates are calculated at the percentages provided in the Local Construction Agreement applied to Maintenance Journeyman Rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice. Compressed Work Week Rates will be calculated pursuant to Article 17.000 of the Agreement.
- 3) Benefit Code Calculation:

B	Calculated on straight time and overtime hours worked.
C	Calculated on total hours paid.
D	Calculated on total wages.
- 4) These Wage Schedules are designed as a basic Labour Relations document to demonstrate the formula and approach taken to wage and benefit calculation in the General Presidents' Maintenance Agreement. **EMPLOYERS ARE RESPONSIBLE FOR OPERATING THEIR OWN PAYROLL IN AN ACCURATE AND TIMELY FASHION PURSUANT TO THE COLLECTIVE AGREEMENT WAGE AND BENEFIT FORMULA. APPROPRIATE UNION DUES DEDUCTIONS ARE TO BE MADE PURSUANT TO THE LOCAL AGREEMENTS.**
- 5) Employers will make appropriate contributions to the following funds for those participating trades which have the provision contained within their respective Industrial Construction Reference Agreement:
 - Building Trades of Alberta
 - Audiometric Testing
 - Construction Employee Family Assistance Program (CEFAP)
 - Case Managed Aftercare (CMAC)
 - Rapid Site Access Program (RSAP)
 - Workforce Development Trust Fund (WFDT)
- 6) Employers are responsible for ensuring all employer contributions required for maintenance activities under this agreement are forwarded to the appropriate organization.
- 7) **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.