

National Maintenance Council for Canada

2024 Alberta National Maintenance Agreements Renewal

# TERMS OF SETTLEMENT

Following discussions with affected Local Unions and Signatory Employers, the National Maintenance Council for Canada has finalized the renewal of the Alberta National Maintenance Agreement effective from **January 1, 2025- December 31, 2028** in place at various operating facilities in the province of Alberta.

## 1. COVENANTS

### Delete Existing Language

Whereas the National Maintenance Council for Canada has initiated a Rules of Engagement Pledge, the parties to this Agreement support the goals of this program.

## 2. ARTICLE 3.000 UNION SECURITY

### Existing Language

3.300 When any Member Union cannot supply qualified workers within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified workers. The Company may immediately put them to work with direction to the workers that they are employed subject to Union agreement of membership and/or replacement by Union members and advise forthwith the appropriate Business Agent that the workers are on the job.

### Amended Language

#### 3.300 Craft Requisitions Received Thirty (30) Days Prior to Start Date

When craft personnel requisitions are received by the union at least thirty (30) days prior to the effective start date, any member Union which cannot supply qualified workers within seven (7) days prior to the start date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified workers. Any other qualified workers secured by the Employer must be appropriately dispatched by the local union.

#### 3.301 Craft Requisitions Received Less Than Thirty (30) Days Prior to Start Date

When any Member Union cannot supply qualified workers within forty-eight (48) hours of the start date, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified workers. The Company may immediately put them to work with direction to the workers that they are employed subject to Union agreement of

membership and/or replacement by Union members and advise forthwith the appropriate Business Agent that the workers are on the job.

### 3. ARTICLE 6.000 GRIEVANCES

Article Title Amended to: GRIEVANCE PROCEDURE

#### Existing Language

6.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 of the Local Union in Step 2 and shall be handled in the following manner:

6.101 Step 1 Between the aggrieved employee and/or their Steward and the Company supervisor.

6.102 Step 2 Between the aggrieved employee, their Steward and/or Local Union Business Representative and their Foreperson, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company and to the International Representative of the Union involved.

The Company shall respond in writing within fifteen (15) working days from the date which the grievance was presented in writing to the Employer. If settlement cannot be reached at this step or if the Employer fails to respond in writing within the time limit specified, the Union may then proceed to the next step of the grievance procedure.

The Union must respond to the Company's grievance response within fifteen (15) working days of receipt. Timelines may be extended by mutual agreement.

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

6.104 Step 4 A hearing shall be conducted by a National Maintenance Agreement Council Committee of the Unions signatory to this Agreement with senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.

6.105 Step 5 If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above the matter may be submitted by a Signatory Union to this Agreement or the Company, to a Board of Arbitration for adjudication within ten (10) working days of the decision rendered by the National Maintenance Council.

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

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

In the event the two Arbitrators appointed cannot within three (3) working days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province of Alberta to designate the third Arbitrator who shall act as Chairperson. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgment. The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

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

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

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

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

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

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

#### Amended Language

6.100 It is agreed that it is the spirit and intent of this agreement to address grievances promptly. All grievances, but not those pertaining to jurisdictional disputes, covering the interpretation, application, operation, terminations, or alleged violation of this collective agreement that may arise on any work covered by this agreement must be initiated in writing within ten (10) calendar days of the incident and shall be handled in the following manner. **It is also agreed that if the grievance is to be rectified or abandoned at Step 1-3 that the appropriate union representative provides written notification of settlement of issue.**

6.101 Step I Between the aggrieved Employee / Craft Steward and the Employer foreperson / supervisor.

A standard GPMC / NMC grievance form must be filled out by the Craft Steward/ Employer at this step. Grievance forms will be provided by the Company at the jobsite, or they may be downloaded from the General Presidents' Maintenance Committee website at [www.gpmccanada.com](http://www.gpmccanada.com)

If the grievance is not settled within seven (7) calendar days, then the grievance may be advanced to Step II. Written notice must be provided **within seven (7) calendar days** when advancing to the next step.

- 6.102      Step II    Between the aggrieved employee, the Craft Steward and/or local Union business representative and the foreperson, the supervisor, and the project manager.

If settlement is not achieved within seven (7) calendar days at Step II, the grievance may be advanced to Step III. Written notice must be provided to the International Union Representative and the Employer Representative when advancing to the next step.

Timelines may be extended upon written agreement by both parties.

- 6.103      Step III    Between the International Union Representative and the Labour Relations Manager or the highest official of the Employer.

The carriage and control of any grievance at Step III and beyond, rests solely with the International Union Representative.

If settlement cannot be reached within seven (7) calendar days at Step III, either Party may request a Step IV Grievance Hearing upon written notification to the Labour Relations Representative (GPMC/NMC).

Prior to advancing to a Step IV Hearing the Employer will provide the International Representative with all investigation reports as legally permissible by law.

Timelines may be extended upon written agreement by both parties.

- 6.104      Step IV    The GPMC/NMC Labour Relations Representative and the AMCC Representative shall establish a Grievance Panel consisting of two (2) Committee Representatives and one (1) AMCC Employer Representative within fourteen (14) calendar days of notification, either at a mutually agreed to location or via electronic platform to hear the grievance. The GPMC/NMC appoint one of the three (3) panelists to act as the Chairperson for the hearing.

Submissions from both the Union and the Employer to the grievance panel must include a copy of the grievance form, as indicated in 7.101, names of all grievors affected by the grievance and any other relevant information or documents pertaining to the grievance. Please note that the remedy requested by either party must clearly identified in writing on the grievance form.

All submissions shall be received by the Labour Relations Representative no later than three (3) calendar days prior to the scheduled hearing date.

The Grievance Panel shall render their decision in a timely manner.

If either party to the grievance does not accept the Grievance Panel's decision, they may advance the grievance to Step V upon written notification to the affected Party.

- 6.105      Step V    If any dispute or grievance concerning the interpretation, application or violation of this agreement cannot be settled through the procedure described above, the matter may be submitted by the Union or the Employer to arbitration for adjudication within ten (10) calendar days.

#### 4. ARTICLE 9.000 WAGES

##### Existing

9.104 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.

##### Amended:

9.104 Alloy welders with a valid alloy welding certificate will be paid an additional premium of **three dollars and twenty-five cents (\$3.25)** 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.

##### Existing:

9.400 i) Should wages and vacation pay earnings not be mailed within this time period noted above, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing or filing is made.

Electronic deposits only

ii) Should wages and vacation pay not be electronically submitted by the next pay period the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays. The penalty will be imposed from the pay date for which the cheque was not received.

In the event that there is a payroll error (miscalculation) on the final electronic deposit, the Company will have three (3) days, 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.

**Amended:**

- 9.400      i)      Should wages and vacation pay earnings not be mailed within this time period noted above, the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays, until the mailing or filing is made.

Electronic deposits only

- ii)      Should wages and vacation pay not be electronically submitted by the next pay period the Company will pay a penalty of \$100.00 per day, exclusive of Saturdays, Sundays and Statutory Holidays. The penalty will be imposed from the pay date for which the **electronic deposit** was not received.

In the event that there is a payroll error (miscalculation) on the final electronic deposit, the Company will have three (3) days, 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.

<b>5.      ARTICLE 10.000 BENEFITS AND OTHER MONETARY FUNDS</b>
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**Delete:**

10.300      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.~~

**Delete:**

10.400      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.~~

**Add new Article:**

10.201      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 Association of Maintenance Contractors of Canada

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

<b>6.      ARTICLE 11.000      COMPENSATION INSURANCE</b>
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**Delete**

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

<b>7.      ARTICLE 14.000 TRAVEL AND SUBSISTENCE</b>
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**ARTICLE 14.100 (B)**

**Existing:**

(b)                      Subsistence amounts to be cross referenced with the recent changes made through the CLRA and these amounts to be reflected in the Terms of Settlement and the updated NMA Agreement.

Initial and terminal amounts to be reviewed, finalized, and reflected in the Terms of Settlement and the updated NMA Agreement.

**Amended:**

(b)                      Subsistence amounts to be cross referenced with any changes made through the CLRA and these amounts will be updated within the Agreement in a timely manner.

**Article 14.300**

**Existing:**

14.300      On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid a vehicle allowance at the rate established by the Canadian Revenue Agency. In Ft. McMurray, subsistence employees will be provided transportation to and from the job site as per current arrangements under the Agreement - Appendix 'C'.

**Amended:**

**14.300** On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid a vehicle allowance at the rate established by the Canadian Revenue Agency.

Employees who are offered camp accommodation and choose to receive subsistence instead are not entitled to daily travel outside of the forty-five (45) radius kilometer zone around the job.

**New Article:**

**14.301** Ft. McMurray residents or those employees accommodated in Ft. McMurray will be provided with transportation to and from the jobsite by the Employer.

**New Article 14.302**

**14.302** Employees travelling to Ft. McMurray from Edmonton will be paid initial and terminal travel pursuant to Article 14.100 b) and provided with camp accommodation or accommodation allowance.

**Delete Appendix 'C'**

**FT. McMURRAY AREA:**

Article 14.000 - Travel and Subsistence

a) ~~Employees travelling to Ft. McMurray from Edmonton will be paid initial and terminal travel pursuant to Article 14.100 b) and provided with camp accommodation or accommodation allowance.~~

~~Ft. McMurray residents or those employees accommodated in Ft. McMurray will be provided with transportation to and from the jobsite by the Employer~~

<b>8. ARTICLE 16.000</b>	<b>WORK HOURS PER DAY, OVERTIME AND OVERTIME MEAL BREAKS</b>
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**Existing:**

**16.200** Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) hours for eight (8) hours pay.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 13.000.

Employees working an afternoon shift defined as a shift starting after 9:00 a.m. and before 9:00 p.m. shall receive a shift premium of three dollars and fifty cents (\$3.50) per hour for all hours worked.

Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of three dollars and fifty cents (\$3.50) per hour for all hours worked.



Employers may opt to establish 3 shift 24 hour coverage with no overlap under the following conditions. Employees working day shift will work 8 hours for 8 hours pay. Employees working afternoon shift will work 7.5 hours for 8 hours pay and employees working midnight shift will work 7 hours for 8 hours pay. Hourly shift premiums as established for afternoon and midnight shift will not be paid for employees working under these conditions.

The mid-shift lunch break will be of one half (1/2) hour in duration and will be unpaid.

Where employees are requested to take a shift change, as much notice as possible will be given. If eight (8) hours notice is not provided then all regular hours worked on the first shift on the new schedule will be paid at time and one-half (1-1/2).

**Amended:**

16.200 Employees working a day shift defined as a shift starting at 8:00 a.m. shall work eight (8) hours for eight (8) hours pay.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 13.000.

Employees working an afternoon shift defined as a shift starting after 9:00 a.m. shall receive a shift premium of **four dollars and fifty cents (\$4.50)** per hour worked.

The mid-shift lunch break will be of one half (1/2) hour in duration and will be unpaid.

Where employees are requested to take a shift change, as much notice as possible will be given. If eight (8) hours notice is not provided then all regular hours worked on the first shift on the new schedule will be paid at time and one-half the straight time total package rate (1-1/2).

**Add New Language (Move Twelve Hour Shift Alteration from Appendix to body of the Collective Agreement)**

**Move into Article 16.000 WORK HOURS PER DAY, OVERTIME AND OVERTIME MEAL BREAKS**

**Existing**

**12 HOUR SHIFT ALTERATION**

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.

#### Amended

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).
- 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.

**Existing:**

**16.602 Overtime Meal Allowance on Unscheduled Overtime:**

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:

- (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.

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.

**16.603 Overtime Meal Allowance on 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).

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:

- (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.

**Amended**

**16.602 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 **the straight time total package hourly rate** 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 **the straight time total package hourly rate** in lieu of the meal break: and

III. a fifteen (15) minute rest break at the applicable rate of pay

***Charts have been removed and Sub-Committee to look for a solution in 2025***

**Existing**

16.800 Employees called out between regular shifts will be entitled to a minimum of two (2) hours pay at the applicable overtime rate for actual hours worked whichever is greater.

**Amended:**

16.800 Employees called out between regular shifts will be entitled to a minimum of **two (2) hours pay at double (2x) the straight time total package hourly rate.**

**All hours worked beyond the minimum two (2) hour threshold will be paid at double (2x) the straight time total package hourly rate.**

**9. ARTICLE 12.000 HOLIDAYS**

**Amend title to STATUTORY HOLIDAYS**

**Existing**

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.

### Amended

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	

Each of the recognized holidays listed in Article 18.100 shall be observed on the calendar day on which it occurs. When any of these three identified holidays: Family Day, Victoria Day, Labour Day fall outside of the regularly scheduled work week, they will be moved into the work week for observance.

18.300 Holiday Observance Clarification:

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

18.400 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.

The intent of the harmonization principle of the Statutory Holiday between the Client in-plant forces and those working under the GPMA/NMA Agreements allows for the alignment for all personnel working at a particular site to observe the same designated day in order to accommodate the operational requirements of the facility. A Client/in-plant union merely moving the Statutory Holiday for its in-plant personnel does not trigger the harmonization provision contained within the Collective Agreement. The day of observance for the Holiday remains as identified, unless direction has been given by the Client requesting for our employers to observe it at the same time as the in-plant personnel.

In order for the harmonization principle to be applicable, the Contractor must notify the GPMC in advance of the pending movement of the Holiday along with the designated day for observance. The designated day to for observance must be applicable to all contractors and all trades across the entire facility.

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

In the absence of meeting the above and providing proper notification, the holiday will be observed in accordance with the provisions outlined in Article 18.000.

<b>10. ARTICLE 19.000 HIRING AND TRANSFER OF WORKERS</b>
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**Existing**

19.101 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 19.102, 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.

**Amended:**

19.101 The following name hire provisions shall be applicable to **all members of the Local Union:**

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 19.102, 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.

**Existing:**

19.102 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 19.101.

**Amended:**

19.102 The following recall provisions shall be applicable to **all members of the Local Union:**

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 19.101.

**Existing:**

19.103 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.

**Amended:**

19.103 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 eight (8) hours, at the straight time total package hourly rate.**

Existing

19.104 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.

Amended

19.104 Client Online Orientation & Onboarding

Employees will be compensated for the prescribed amount of time, **at the straight time total package hourly rate**, for completing any Owner / Client online orientation, onboarding or basic training courses required of an employee.

The Employer will identify the prescribed amount of time required for each course and include this information on the manpower request sent to the Local Union. The prescribed amount of time for each course shall also be forwarded to the administrative office of the GPMC and the Maintenance Contractors Association. These Parties will review the documentation to ensure the time allocated is uniform for all Employers.

When a job call is cancelled, and employees at the direction of the Employer have completed the required course(s), this Article shall apply and those affected shall be compensated. Alternatively, compensation will not be provided to employees who complete the required course(s) but fail to report for duty.

Existing

19.200 The Employer shall have the right to transfer a minimum of fifty percent (50%) of their existing workforce (or greater if the percentage is higher in the Local Reference Agreement) from project to project based upon the following understandings:

- 1) Transfers will not displace any existing employees.
- 2) Transfers will only apply to Local Union members.



As a minimum, within the geographical area of each Council affiliate, the Employer shall have the right to transfer a foreperson between plant locations or to where work is being performed.

#### Amended

The Company may transfer employees 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 maintenance projects 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. Upon notification, the mutual agreement between the Company and the Local Union will not be unreasonably withheld. Transfer from one site to another will not trigger additional initial and terminal travel payments, however, should an employee be required to move from one camp to another, they will be entitled to a payment of two (2) hours at the straight time rate should this occur outside of regular scheduled work hours

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. Employers have the right to offer further employment on other worksites in Alberta to all current employees outside of name hire or recall provisions.

#### Existing

- 19.305 The component Unions of the National Maintenance Council for Canada (NMC) recognizes the importance of the supply of skilled and ready-to-work employees on maintenance projects. The NMC agrees to adopt the core training safety provisions which have been established by the individual component Unions and outlined in their respective reference agreements. 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.

#### Amended

- 19.305 The component Unions of the National Maintenance Council for Canada (NPMC) recognize the importance of the supply of skilled and ready-to-work employees on maintenance projects. The NMC agrees to adopt the core safety training provisions which have been established by the individual component Unions and outlined in their respective reference agreements. Any future additions incorporated into the trade specific appendices of the reference agreement will be incorporated into this agreement. ~~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.~~

## New Language

19.308 When personnel requests are cancelled by the Employer after employees have been dispatched by their respective Union, the Union and the Employer agree to make every attempt to contact the affected employees. Employees who cannot be contacted will receive eight (8) hours pay at the straight time total package hourly rate for reporting for work, and must be, at the Company's discretion, prepared to remain on the job. This provision does not apply to local hires.

## 11. TOOL ROOMS AND TOOLS

### New Article

XXXX Personal Tools

The Employee's personal tools shall be in good condition when he/she hires on to a job and they shall be maintained and kept in good condition.

The personal tools shall be those defined within each trades respective reference agreement or as required on the dispatch.

XXXXX The Employer shall replace Employee's personal tools when:

- (a) Such tools are destroyed by fire on the Employer's premises or in a storage place designated by the Employer.
- (b) Such tools are lost through theft by forced entry of a designated storage place.
- (c) In the course of an Employee's work assignment such tools are damaged beyond repair, provided the Employee satisfies his Employer the damage was not intentional or caused by the Employee's failure to exercise due care and attention. Normal wear shall not constitute damage.
- (d) The Employer shall provide lock-fast facilities for storage of personal tools normally used by Employees in the process of their work when such tools are not in use.

XXXXX Should an Employee be laid off/terminated on their scheduled days off, rotational leave, approved leave of absence or furlough the Employer shall attempt to contact and notify the Employee of such lay-off/termination using the contact information provided by the Employee to the Employer.

If the Employer is successful in advising the Employee of such a layoff/termination, they shall be responsible for all costs associated with the site packaging and transportation of the Employee's personal tools and belongings to the Employee's address or the chosen destination as made by the Employee.

Employers will comply that tools will be returned within seven (7) working days of successfully contacting the Employee for the scheduled shift the Employee was working.

The Employer will be deemed in compliance with this Article upon production of a pre-paid, time stamped waybill verifying shipment of the tools and belongings.

<b>12. ARTICLE 24.000 DURATION AND TERMINATION OF AGREEMENT</b>
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**Duration of Collective Agreement**

**Existing Language**

24.100 This Agreement shall become effective January 1, 2023, and will remain in full force and effect until December 31, 2024 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

**Amended Language**

24.100 This Agreement shall become effective **January 1, 2025**, and will remain in full force and effect until **December 31, 2028**, and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

<b>13. ADMINISTRATION FUND</b>
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**Add New Language**

In accordance with Article 10.201, the Employer and all Sub-Contractors to this agreement shall pay ten cents (\$0.10) per hour worked into the Administration Fund of the Association of Maintenance Contractors of 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:  
[amcc2+sales@multiple.dext.ca](mailto:amcc2+sales@multiple.dext.ca)

**NOTICE TO CONTRACTORS**

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

Association of Maintenance Contractors of Canada  
P.O. Box 64300  
RPO Wye Road  
Sherwood Park, AB  
T8B 0A5  
**ATTENTION:** Shandra Linder

## 14. BEREAVEMENT PROTOCOL

### Existing Language:

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.

### Amended Language

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.

January 1, 2026, continuous employment transitions to thirty (30) months

January 1, 2027, continuous employment transitions to twenty-four (24) months

## 15. HOUSEKEEPING ITEMS

1. **Appendix ‘F’**—remove February 16, 2003 date.
2. **Appendix ‘H’**—remove completely.
3. **Appendix ‘I’** – move into the body of the agreement.
4. **Update the Trade Appendix Accordingly.**
5. **Review Article Titles**
6. **Review GPMA & NMA for consistency in language.**
7. **Employers will furnish the Local Unions and respective Committee International Representatives monthly updates on the following:**
  - a. **Unused camp room costs associated with members dropping hiring slips.**
  - b. **Unused flight costs associated with no shows and dropped slips**
  - c. **Costs associated with no shows and non negative A & D tests on initial hire**
8. **The Local Union will furnish the employer and the Committee Representative with a monthly update regarding Camp Rooms which were unavailable to the member upon arrival.**
9. **Amend the following Article titles:**

Article 12.000	Holidays	Amended:	<b>Statutory Holidays</b>
Article 13.000	Reporting Time		<b>Minimum Pay and Reporting Time</b>

## 16. UPDATED & POSTED COLLECTIVE AGREEMENTS

It is understood that the Administrative Office of the National Maintenance Council for Canada will update and post the revised collective agreement to the website shortly.

Regards,



Brett McKenzie

**Executive Director**

National Maintenance Council for Canada