

Interpretation Manual



A Guide to the
GPMA and NMA
Maintenance
Agreements.

GPMC/NMC Interpretation Manual

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PURPOSE



This manual provides a consolidated group of interpretations relating to the various GPMA and NMA agreements utilized by our Signatory Employers in their execution of maintenance work across the country.

The manual is to be used as labour relations resource for Unions and Employers operating under the GPMA and NMA Collective Agreements by providing clarifications and explanations on the most frequently asked questions regarding the application and interpretation of Collective Agreement articles.

GENERAL INFORMATION

The General Presidents' Maintenance Committee for Canada and National Maintenance Council for Canada is an alliance of international building trades unions that negotiates and administers labour agreements tailored for maintenance work at industrial plants in Canada. These agreements make it possible to employ 13 different construction trades under a single set of terms and conditions.

The GPMC/NMC negotiated the first ever multi-trade Collective Agreement in 1952 at what is now the Shell Refinery in Sarnia, Ontario. Now with over 74 years in operation the Committee has earned the trust of Unions, Employers and Clients by providing stable agreements to cover critical maintenance activities across numerous industries.

For more information on the GPMC / NMC visit www.gpmccanada.com

ADDING OF INTERPRETATIONS

This manual will be updated and re-posted on our website in a timely manner should there be any additions changes or deletions to the manual.

ARTICLE AND CLAUSE NUMBERING

Article numbering and clause headings vary from agreement to agreement. However, the application and interpretation is consistent across identical language. Please ensure that you are referencing the appropriate article and clause number when applying the interpretation to the corresponding Collective Agreement.

GENERAL INTERPRETATIONS

GENERAL (GPMA & NMA)

APPRENTICE RATIOS

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, are apprentice to journeyperson ratios stipulated?

GOVERNING LANGUAGE

GPMA

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

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

NMA

18.100 The Council and Member Unions agree that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Company and the Council Affiliates, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

18.200 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.

Apprentice ratios are not listed in the GPMA or NMA agreements, however, in alignment with the above Articles, the expectation is that Employers will endeavor to maintain apprentice ratios as established in each Trade Unions respective reference (ICI) agreement, while hiring and/or laying off

tradespeople on maintenance projects governed by these agreements.

Clients may have established site practices (Key Performance Indicators) which Employers are requested to follow.

MAINTENANCE VS. CONSTRUCTION

DESCRIPTION OF ISSUE

With respect to the start-up and commissioning of a new plant, when is construction work activity deemed to be completed and at which point does commissioning under maintenance begin?

GOVERNING LANGUAGE

GPMA

- 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.

NMA

See "Scope of Work" Clause in NMA Agreements.

APPLICATION

Construction work activities will be deemed completed in a facility when the initial testing and flushing are finished, and the complete plant, section of a plant or unit has been accepted by the Owner from the constructor as ready for commissioning and start-up. All work in the plant, a section of the plant, or a unit after acceptance by the Owner to proceed with the commissioning and start-up activities will be maintenance work.

Assignment of work on the initial test and flush will be classified as construction. This is so if performed by either the constructor or the maintenance contractor. Any additional testing or flushing done after the Owner's acceptance will be maintenance work.

Acceptance by the Owner involves the determination that the construction of the facility, section of the plant or unit has been completed according to the original specifications, as shown by drawings and other relevant documents.

In the event of a dispute between construction activities and maintenance activities, management will make an initial determination and the matter will then be presented to the General Presidents' Maintenance Committee for final determination.

MAINTENANCE VS. CONSTRUCTION – RESOLUTION PROCESS

DESCRIPTION OF ISSUE

When either party to the Collective Agreement has concerns surrounding the proper classification of the work being executed as being either construction or maintenance work, what is the resolution process for Stakeholders party to the GPMA and NMA Collective Agreements.

GOVERNING LANGUAGE

GPMA

- 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.
- 6.800 The administration and interpretation of this Article is the responsibility and prerogative of the General Presidents' Committee for Contract Maintenance in Canada.

NMA

- 4.100 The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement.
- 4.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event, the work shall be done in accordance with existing building construction agreements.
- 5.600 In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the National Maintenance Council for a final determination.

APPLICATION

BACKGROUND

The various maintenance agreements provide that the determination of maintenance work, based upon the definitions contained in the agreement are the prerogative the General Presidents' Maintenance Committee for Canada and the National Maintenance Council for Canada.

Requirement for the Committee to make a formal determination may take several forms:

- a request for a pre-determination from an owner, contractor, Local Union or local unions, (this could come prior to work being awarded to an Employer)
- a request for a determination from an owner, contractor, Local Union or local unions, (this could come after work has been awarded to an Employer)
- a formal grievance/dispute arising from a single or several local unions

BASIC PRINCIPLE

The Committee will not make a determination until the proponent of the work has presented it to affected Local Union representatives and given them an opportunity to settle the issue.

The Committee will not make a determination until it has met with affected Local Union representatives to hear and review their input and representations on the matter.

PROCESS

This process applies to sizable packages of work which may be in contention. It does not apply to the application of the agreement which is worked out in the field daily. Grievances which arise will be handled through the grievance procedure.

The proponent will advise the Committee in writing that there is a package to be reviewed pursuant to Article 6.800 GPA and Article 5.600 NMA. A general description of the work will be included.

The proponent will arrange for a meeting with the affected local unions to present the work package and its initial demarcation with a view to resolving the matter with the local unions.

If there is no resolution at this stage, the proponent will advise the Committee who will arrange for a sub-committee to meet in the area of the job. The sub-committee will meet with the affected Local Union(s) and the proponent to review the work and the whole matter at hand.

A written decision pursuant Article 6.800 or 5.600 will be issued in a timely fashion.

DAYLIGHT SAVINGS TIME (DST) COMPENSATION PROTOCOL

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, how are workers to be compensated when clocks adjust for Day Light Savings Time in the Spring and Fall?

GOVERNING LANGUAGE

There is no language contained within the GPMA or NMA Collective Agreements outlining the compensation protocol for daylight savings time. The long-standing industry practice is outlined below.

APPLICATION

LTM MAINTENANCE & STM MAINTENANCE

The longstanding industry practice has been to compensate those workers engaged in LTM and STM for actual hours worked as Sunday is an overtime day.

To outline:

On *March 8th, 2020*, the clocks move forward by one (1) hour at 2:00 AM. Affected workers, on either an eight (8), ten (10) or twelve (12) hour shift would be paid 7 hours, 9 hours and 11 hours respectively.

On *November 1, 2020*, the clocks will move backward by one (1) hour at 2:00AM. Affected workers, on either an eight (8), ten (10) or twelve (12) hour shift would be dismissed after their regular hourly shift has been worked and paid eight (8), ten (10) or twelve (12) hours respectively.

- If employees are required to work the additional hour as a result of the time change, those affected will be paid under the appropriate overtime conditions.

CWW CONDITIONS

The longstanding industry practice has been to compensate those workers engaged in CWW conditions as follows:

On *March 8th, 2020*, the clocks move forward by one (1) hour at 2:00 AM. Those workers who regularly work a CWW night shift schedule, where Sunday is part of the regular work week, would be compensated under Article 20.201.

On *November 1, 2020*, the clocks will move backward by one (1) hour at 2:00AM. Affected workers

on either an eight (8), ten (10) or twelve (12) hour CWW shift would be dismissed after their regular hourly CWW shift has been worked and paid eight (8), ten (10) or twelve (12) hours respectively.

- If employees are required to work the additional hour as a result of the time change, those affected will be paid under the appropriate overtime conditions and entitled to the provision of an overtime meal at the conclusion of their regular CWW shift.

DESIGNATION & DETERMINATION OF A FOREPERSON

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, who determines and designates a Foreperson?

Additionally, are crew size ratios stipulated in the Collective Agreement outlining the number of journeypersons to be managed by a foreperson.

GOVERNING LANGUAGE

GPMA

11.300 The designation and determination of the number of foreperson(s) 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.

NMA

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

20.200 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.

APPLICATION

It is the prerogative of the Company to determine and designate the number of Forepersons or General Forepersons required to execute the work effectively.

There are no hard ratios stipulated in either the GPMA or NMA Collective Agreements surrounding crew size and/or the number of forepersons required per journeyperson.

HIRING PROVISIONS

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, when the Member Union cannot supply the required tradespeople, what options does the Employer have?

GOVERNING LANGUAGE

GPMA

4.300 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.

4.301 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..

NMA

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.

APPLICATION

30 days or more prior to start:

When the Local Union hiring hall cannot supply the required tradespeople within seven (7) days of the requested start date, and received the dispatch request at least thirty (30) days in advance of start, exclusive of weekends and Statutory Holidays, the Employer may secure them from any source and put them to work.

Less than 30 days prior to start:

When the Local Union hiring hall cannot supply the required tradespeople within forty-eight (48) hour of receiving the dispatch request, exclusive of weekends and Statutory Holidays, the Employer may secure them from any source and put them to work.

HIRING AND NAME HIRE PROVISIONS

DESCRIPTION OF ISSUE

How do the hiring provisions function under the GPMA and NMA agreements?

Are name hire provisions available under these maintenance agreements?

GOVERNING LANGUAGE

GPMA

4.200 The Company will co-operate 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 workmen.

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.

NMA

See Hiring and Transfer of Workers Article 19.100

APPLICATION

The GPMA and NMA agreements require the Employer to contact the Local Union hiring hall when tradespeople are required.

The application of name hire provisions shall be reasonably equitable. Common practice with the

application of name hire is that for the fifty percent (50%), as identified in the agreement would be for every one (1) name hire, one (1) tradesperson shall be dispatched from the union's out of work list.

NOTICE OF LAYOFF

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, how much notice must be given to affected tradespeople before lay-off?

GOVERNING LANGUAGE

Notice of lay-off is silent in both the GPMA and NMA Collective Agreements.

APPLICATION

The longstanding industry practice is to provide adequate notice and then time to wash up, pack tools and prepare to leave the jobsite. Two (2) hours' notice is the accepted standard under the GPMA and NMA Collective Agreements.

The two (2) hours' notice does not necessarily mean cessation of work, nor freedom to leave the jobsite without permission from the Company.

ORDER OF LAYOFF

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, when a reduction to manpower is required, what is the understood sequence of lay-off?

APPLICATION

Parties to the Collective Agreement agree that when reductions in manpower are required, the following policy will be adhered to when dealing with both STM and LTM positions:

EMPLOYEES HIRED AND WORKING STM- ORDER OF LAY OFF:

1. Potential Members will be laid off first.
2. Travel Card Members.
3. Local union Members

There is an overriding principle that upon the conclusion of a shutdown, employees will not be eligible to bump other employees working on another shift in order to conform to the layoff procedure.

EMPLOYEES HIRED AND WORKING LTM- ORDER OF LAY OFF:

When reductions are required to the personnel performing LTM and all other factors remain equal the sequence outlined above surrounding order of lay off for STM will be followed.

In cases where all other factors are not equal the following factors will be adhered to:

1. Duration of Employment (service).
2. Performance and capability.
3. Special skills and training.

The Company will advise the Local Union in writing when potential members and travel card members are to be kept and Local Union members are to be laid off. The communication will outline the reasons for doing so.

NOTE: New Brunswick GPMA please refer to Article 11.900.

PROVISION OF COVERALLS

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, what are the Employer obligations for the provision of coveralls?

GOVERNING LANGUAGE

- 25.300 Protective clothing for employees will be as follows:
- 25.301 The Company accepts the responsibility to provide coveralls and all necessary protective clothing required for work conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions. 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, will remain Company property and must be returned before leaving the jobsite.

APPLICATION

Employees working under a GPMA or NMA Collective Agreement shall be supplied coveralls by the Employer.

Certain GPMA and/or NMA Collective Agreements contain further language, and as such, the Employer may be required to meet further obligations. Please check the appropriate Collective Agreements to understand further obligations.

PROVISION OF TOOLS

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, whose responsibility is it to provide tools to the tradespeople?

GOVERNING LANGUAGE

There is no reference in either the GPMA or NMA Collective Agreements regarding the provision of tools.

APPLICATION

It has been the longstanding industry practice that the tools identified and provided in each Trades respective reference (ICI) agreements will also be provided under the maintenance agreements when requested by the Employer.

For clarity, should the Contractor not supply the employee with tools, the tradesperson is responsible for reporting to the jobsite with those tools listed in their respective reference agreements.

In circumstances where a tradesperson must fly-in to the jobsite they are responsible for the cost of transporting those tools to the jobsite unless other provisions can be worked out with the Contractor. Should any trade have a tool transportation allowance within their respective reference (ICI) agreements this allowance shall be payable under either GPMA or NMA Collective Agreements.

The Company will provide the appropriate lock up and storage to ensure the protection of the workers tools from theft or damage.

WAGES – APPRENTICE & FOREPERSON CALCULATION

DESCRIPTION OF ISSUE

Under the GPMA and NMA Collective Agreements, how are apprentice and foreperson maintenance wage rates to be calculated?

GOVERNING LANGUAGE

Appendix – Maintenance Wage & Benefit Schedule:

- 2) Apprentice rates are calculated at the percentages provided in the local Construction Agreements applied to Maintenance Journeyperson Rate. Appropriate skill premiums to be paid in accordance with past maintenance jobsite practice. Foreperson and supervisory premiums as provided for in the local Agreement are to be applied as appropriate to the maintenance journeyman base rate.

APPLICATION

In alignment with the above language the following steps are taken to calculate an apprentice or foreperson wage rate:

- Step 1 Identify the established journeyperson wage rate for a particular Trade using the wage schedules in their respective reference ICI agreement.
- Step 2 Identify the maintenance rate factor under the applicable GPMA or NMA Collective Agreement, typically found in the Wages section. (i.e. maintenance rates that are \$0.75 cents under construction rates).
- Step 3 Establish the journeyperson maintenance rate.
- Step 4 Calculate the apprentice and/or foreperson rates.

For the purposes of this example the following assumptions have been made:

- Established Journeyperson Construction Rate = \$42.13
- When journeyperson wage rate is \$0.75 cents less than construction rate.
- A 3rd Year Apprentice is paid 80% of the maintenance Journeyperson wage rate.

STEP 3 FORMULA:

Journeyperson Maintenance Rate = Journeyperson Construction Rate less (-) or multiplied (x) by the Maintenance Rate Factor.

Example
\$ 42.13
- 0.75
\$41.38

STEP 4 FORMULA:

Apprentice Maintenance Rate = Journeyperson Maintenance Rate multiplied (x) by the established apprentice percentage per each trades reference agreement.

3rd Year Apprentice Maintenance Rate:	\$ 41.38
	x 0.80
	\$33.10

The same formula and process outlined above would be used to calculate the foreperson maintenance rate where percentages are used. For those trades that use fixed uplifts for a forepersons wage rate, per their reference agreement, the uplift would simply be added to the maintenance journeyperson wage rate.

Consult with the local union to ensure proper calculations when formulating apprenticeship rates as some local unions may have unique variances contained within their local reference agreement.

The logo for the province of Alberta. It features a large, white, sans-serif letter 'A' on the left, set against a light blue rectangular background. To the right of the 'A', the word 'ALBERTA' is written in a smaller, white, sans-serif font. The background behind the text is dark blue.

ALBERTA

ALBERTA (GENERAL)

CAMP MOVEMENT

DESCRIPTION OF ISSUE

When an employee is requested to move to a different camp room or camp building, what is the practice and how are those affected to be compensated?

GOVERNING LANGUAGE

GPMA

Article 11.502

Should an employee residing in camp accommodation be requested by the Employer or the Clients' designated camp management personnel to move to another room or camp, they are to do it during work hours and will be paid at appropriate rates or the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move, if done outside work hours. This provision will not apply where employees are required to pack their room at the end of a work cycle or to facilitate a move that will occur during the employees furlough. Transportation will be supplied if required.

NMA

See Article 18.400 of the Alberta NMA.

APPLICATION

In an ideal setting, camp moves will take place during regular work hours and will be paid at the appropriate rates. If the move cannot take place during regular working hours the employee shall be paid two (2) hours at the applicable straight time rate. Transportation will be supplied if required.

If an employee requests a camp move or camp building move, pending approval by the Employer, the employee will carry out this move on their own time.

START AND QUIT TIMES

DESCRIPTION OF ISSUE

Under the Alberta GPMA and NMA Collective Agreements, can the starting and quitting times be adjusted?

What are the conditions for doing so and can the times be adjusted for a particular person or portion of a project?

GOVERNING LANGUAGE

GPMA

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.

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.

16.100 After notifying the unions, 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 workday of eight (8) or ten (10) 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 1/2) the straight time hourly rate.

NMA

See Articles 15.100 and 15.500 of Alberta NMA.

APPLICATION

Under the Alberta GPMA and NMA Collective Agreements, the language allows for Employers to change (stagger) the starting and quitting times by up to two (2) hours between 7:00 AM and 9:00 AM.

Under the GPMA starting and quitting times can be adjusted outside of the 7:00 AM to 9:00 AM window so long as the Employer provides notice to the affected Local Union and tradespeople. Note that under the Alberta NMA mutual consent between the Employer and the National Maintenance Council for Canada is required for any changes outside the established window.

This constitutes a change to the initial employment conditions accepted by employees at the time of dispatch and therefore should any employee not wish to continue working under the new conditions the Employer shall provide them with a clean layoff.

Changes to start and quit times can be for an individual or group of employees for all or any portion of a particular job.

MISSED BREAKS: 10 HOUR DAY WITH TWO PAID BREAKS; 12 HOUR DAY WITH THREE PAID BREAKS

DESCRIPTION OF ISSUE

Under the Alberta GPMA and NMA Collective Agreements, how are employees to be compensated when they are required to work through their scheduled thirty (30) minute paid break?

In certain circumstances can the Employer move the paid break?

GOVERNING LANGUAGE

GPMA

- 13.100 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.
 - a. On an overtime day, the Employee will be compensated an additional thirty (30) minutes at the double-time rate.

NMA

See Article 16.100(i) of Alberta NMA.

APPLICATION

The Committee has always taken the position that workers should never miss their breaks, however it is understood that occasions will arise on the jobsite where members are not able to take their breaks at the scheduled times. In these instances, the Employers may stagger the paid breaks by one (1) hour either way to accommodate production schedules, the completion of a lift or an emergency.

If the break period is staggered greater than one (1) hour either way to accommodate production schedules, or the worker is not able to take their break altogether, those affected will be compensated in accordance with Article 13.100.

The twelve (12) hour day with three (3) half hour paid breaks is governed by Appendix E of the Alberta GPMA or Appendix K of the Alberta NMA. As a condition to utilize this shift schedule the Employer must ensure employees engaged on this schedule observe all three (3) half (1/2) hour breaks. Breaks may be staggered as outlined above.

STAGGERED (UNPAID) LUNCH BREAK

DESCRIPTION OF ISSUE

Under the Alberta GPMA and NMA Collective Agreements, for those employees working a regular shift schedule with an unpaid lunch break and one paid break (or two micro rest periods), can the lunch period be staggered to accommodate production schedules?

Can the one paid break or two micro rest periods be staggered?

GOVERNING LANGUAGE

GPMA

13.100 "... 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."

NMA

See Article 16.100(i) of the Alberta NMA.

15.100 It is agreed that all employees covered by this agreement are to receive two (2) rest or coffee breaks of ten (10) minutes on the job in the area or areas designated by the Company. Each break shall be established by the Employer in each eight (8) hour shift. It is, however, understood that this shall be done in such a manner as to not stop the necessary 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.

APPLICATION

The Committee has always taken the position that workers should never miss their breaks, however it is understood that occasions will arise on the jobsite where members are not able to take their unpaid lunch period or paid breaks at the scheduled times.

Employers may stagger the unpaid lunch period by one (1) hour either way to accommodate production schedules, the completion of a lift or in the event of an emergency.

In the event the employees lunch period falls outside the one (1) hour window, these scenarios have generally been worked out in the field between the Company and affected employees.

When an employee misses their scheduled rest period (one paid break or two micro rest periods) out of necessity for having to complete a work assignment, those affected have always received their break time, albeit later in the shift.

8 HOUR BREAK RULE & SLEEP DAY PROTOCOL

DESCRIPTION OF ISSUE

Under the Alberta GPMA and NMA Collective Agreements, are employees entitled to time off between shifts?

What is the proper application of the sleep day protocol?

GOVERNING LANGUAGE

GPMA

- 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.

NMA

See Article 15.900 of Alberta NMA.

APPLICATION

The eight (8) hour break rule was originally established to ensure that an employee did not lose their basic straight time shift due to observing the required eight (8) hour break between shifts.

Additionally, it is not intended that any employee will work more than sixteen (16) hours in any given twenty (24) hour period for the purposes of safety.

The following examples illustrate the longstanding practice and application of the principles outlined in the Articles above:

EXAMPLE: # 1

- An individual completes their scheduled ten (10) hour shift (Monday-Thursday), leaves work and is required to report back at 11:30 pm for emergency work and works until 2:00 am.
- In this instance the individual is required to take an eight (8) hour break before returning to work and at the Company's discretion would either report back to work after 10:00 am or remain offsite for the day. In either circumstance the individual would be compensated for the full ten-hour shift.

EXAMPLE # 2

- An individual is scheduled to work the day shift (Monday-Thursday), works Monday then receives proper notification (24 hours' notice in accordance with the Collective Agreement) and is asked to report to work on Tuesday night for one shift (or more shifts for that matter) and then is returned to the day shift the following day (or later that week).
- Employers have two options in this scenario:
 1. The individual works the ten (10) hour night shift on Tuesday (7:00pm to 5:00 am) takes the required eight (8) hour break and reports for the remainder of the regular day shift and be compensated in full for the ten (10) hour shift on Wednesday.
 2. In most cases, however, a sleep day will be given to affected employees. In this instance the individual works the ten (10) hour night shift on Tuesday (7:00pm to 5:00 am), takes a sleep day and is compensated in full for the ten (10) shift on Wednesday.

SLEEP DAY PROTOCOL:

The guiding principle which has always been followed by our Signatory Employers is one which ensures the safety of the individual and making certain that they are not being put in a dangerous position when required to return after the required 8-hour break. Please note that the eight-hour timeframe is a guideline and as such Employers should consider travel time from the jobsite to an employee's place of residence when determining an appropriate rest period between shifts.

In most cases the employee remains off site for the entire shift and is compensated in full for the ten (10) hour shift. In the industry this has commonly been referred to as a "Sleep Day". Clients have traditionally appreciated the fact that the individual worker was willing to make a sacrifice and work one night shift (or more) in order to the complete the project in a safe and productive manner and resultantly should not lose time on what is their normal straight time shift.

LOCAL RESIDENT HIRING PREFERENCE

DESCRIPTION OF ISSUE

Under the Alberta GPMA and NMA Collective Agreements, are local residents entitled to preferential hiring provisions?

GOVERNING LANGUAGE

GPMA

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.

Save and except for Article 21.300, Local Union member residents, defined as those potential employees whose residence is located in the Regional Municipality of Wood Buffalo shall receive preference of employment.

A local resident is a person who has resided in Regional Municipality of Wood Buffalo at the date of hire.

An employee's residence is the place where they permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which they resides.

Original Documents (not photocopies) are required for proof of residence. These will be verified by the Employer, copied and returned. Two (2) of the following are acceptable:

- Income Tax Assessment
- Property Tax Assessment
- Employment Insurance Records
- Utilities Receipt

The Union will undertake to dispatch qualified persons for employment in the following sequence:

- i) qualified union members who are local residents.
- ii) qualified union members residing outside of the local area.

Local residents will retain employment priority should they possess the appropriate qualifications to remain on the job. An Employer choosing to lay off a local resident and keep a member residing outside of the area will notify the affected Local Union.

NMA

See Articles 18.300 – 18.304 of the Alberta NMA and note that under this agreement:

“A local resident is a person who has resided within one hundred (100) radius kilometers of the project at the date of hire”

APPLICATION

The hiring provisions in the Alberta GPMA and NMA maintenance agreements are intended to follow the provisions established in each Trades Union respective reference (ICI) agreement.

When establishing the Alberta maintenance agreements, the Committee and Signatory Employers consciously determined to establish a clear local hire preference within the agreements. The above language outlines that members who are considered local residents, as per the appropriate Collective Agreement definition, will have employment priority at hire and layoff, provided they are qualified to perform the work.

STATUTORY HOLIDAY HARMONIZATION PRINCIPLE

APPLICATION

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/NMC in advance of the pending movement of the Holiday along with the designated day for observance. The designated day for observance must be applicable to all contractors and all trades across the entire facility.

In the absence of meeting the above and providing proper notification, the holiday will be observed on that date on which it falls in accordance with the provisions outlined in Articles 12.200 (NMA) and 18.200 (GPMA) of the respective Collective Agreement.

VACATION PAY: PAID ON TOTAL WAGES AND SHIFT PREMIUM

DESCRIPTION OF ISSUE

Under the Alberta GPMA and NMA Collective Agreements, how is vacation pay to be applied and paid out?

Is shift premium applicable to the calculation?

GOVERNING LANGUAGE

GPMA

19.100 Vacation Pay will be in accordance with vacation pay rates established in the attached Schedule.

The applicable excerpt from the attached schedule:

3. Benefit Code Calculation:

Code B - Calculated on straight time and overtime hours worked.

Code C - Calculated on total hours paid.

Code D - Calculated on total wages.

NMA

See "National Maintenance Agreement – Alberta Trade Appendix" (Page 46) of the Alberta NMA.

APPLICATION

As outlined in the wage and benefit schedules attached to these Collective Agreements, vacation pay is to be paid based on Code D and is calculated based on total wages.

Shift premium forms part of an employee's total wages and therefore must be included when Employers are calculating vacation pay. As a rule of thumb, if an uplift is added to an employee's hourly wages it shall be included in the vacation pay calculation. Be advised that not all uplifts, such as shift premium, are pyramided on overtime hours.

SHIFT PREMIUM AND OVERTIME MEAL ALLOWANCE PROVISIONS

DESCRIPTION OF ISSUE

Under the Alberta GPMA and NMA Collective Agreements, how is shift premium to be applied to the overtime meal allowance provisions?

GOVERNING LANGUAGE

There is no language contained in either Collective Agreements that speaks directly to this issue.

APPLICATION

Shift premium is paid on all hours worked for shifts commencing after 8:00 AM (GPMA) or after 9:00 AM for the NMA.

When an employee is entitled to an overtime meal break the Employer may provide a hot meal and allow the employee a thirty (30) minute break to eat. In this case the thirty (30) minute meal break is paid at straight time rates and would attract shift premium.

Where it is impractical to provide a hot meal, the Employer may opt to follow the overtime meal provisions outlined in Article 16.600 of the Alberta NMA. In this scenario employees work through their thirty (30) minute overtime meal break where shift premium is payable during that period.

Affected employees would also be entitled to a thirty (30) minute straight time payment in lieu of taking the meal break where shift premium is also payable. In addition, the fifteen (15) minute rest break is paid at the applicable rate of pay and would attract shift premium.

SHIFT ROTATION AND OVERTIME DAYS

DESCRIPTION OF ISSUE

A group of employees are working an eleven (11) days on and three (3) days off night shift rotation. On the Friday night shift, day 5 of the rotation, affected employees were notified and instructed to report for the Sunday day shift. Due to this shift change affected workers were not able to work Saturday night.

Should affected workers be made whole for missed hours on the Saturday?

GOVERNING LANGUAGE

There is no language in the Collective Agreements that speaks directly to this issue.

APPLICATION

Those individuals coming off the night shift and reporting to the day shift are not entitled to any compensation for lost hours since the Saturday missed is an overtime day.

The eleven (11) days on and three (3) days off is merely a shift rotation/pattern that must follow one of the two payment structures available under the Collective Agreements for day work conditions:

1. Five (5) eight (8) hour days Monday to Friday or;
2. Four (4) ten (10) hour days Monday to Thursday or Tuesday to Friday.

Any hours worked outside of the regular workdays or the established shift, identified by the pay structures above, shall be paid at overtime rates. Under the Collective Agreements there is no guarantee of overtime hours and therefore the workers in question are not entitled to compensation for missed hours as a result of this shift change.

REFERENCE AGREEMENT LANGUAGE – NO WORK ON LABOUR DAY

DESCRIPTION OF ISSUE

Certain trades under their Local Union reference (ICI) Collective Agreements have language outlining that no work shall be performed on the Labour Day Statutory Holiday. Does this language apply to the Alberta GPMA and NMA Collective Agreements?

GOVERNING LANGUAGE

The GPMA and NMA Collective Agreements do not contain any language addressing this topic.

APPLICATION

The GPMA and NMA Collective Agreements are stand-alone agreements and do not pick up the statutory holiday observance procedures contained in Local Union Collective Agreements.

The only instances where the GPMA and NMA Agreements revert to the Local Union construction agreements is when the language explicitly states to refer to the Local Union reference agreements.

LATE OR MISSING WEEKLY PAYCHEQUE – LESS THAN TEN HOURS SHORTAGE EXAMPLE

DESCRIPTION OF ISSUE

An employee receives their weekly pay cheque on April 23, 2020 and upon review the employee notices that two (2) overtime meal allowances are absent; a shortage totaling to one (1) straight time hour and eighty (\$80.00) dollars. The employee notifies the Company on May 21, 2020. The job has since closed and consequently it takes the Employer until June 11, 2020 to review their records and issue a make-up payment.

What penalty pay is applicable for the affected employee?

GOVERNING LANGUAGE

GPMA

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.

NMA

See Article 9.600(i) of the Alberta NMA Agreement.

APPLICATION

Employee B would be compensated as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 19	April 20	April 21	April 22	April 23	April 24	April 25
				Employee Pay Day		
April 26	April 27	April 28	April 29	April 30	May 1	May 2
May 3	May 4	May 5	May 6	May 7	May 8	May 9
May 10	May 11	May 12	May 13	May 14	May 15	May 16
				3 week threshold		
May 17	May 18	May 19	May 20	May 21	May 22	May 23
				Employee notification & payroll query		
May 24	May 25	May 26	May 27	May 28	May 29	May 30
May 31	June 1	June 2	June 3	June 4	June 5	June 6
				Payment Deadline	Day 15 from query \$ 100 penalty	
June 7	June 8	June 9	June 10	June 11	June 12	June 13
	\$ 100 penalty	\$ 100 penalty	\$ 100 penalty	Employer make-up payment		

The Employee did not initiate their payroll query in a timely manner and submitted outside the three (3) week window. The Employer failed to provide the make-up payment within two (2) payroll periods after it was brought to their attention. In alignment with the language outlined above the Employer must provide penalty pay for four (4) days at one hundred (\$100) dollars per day, totaling four hundred (\$400) dollars.

ALBERTA (GPMA)

VACATION PAY UPLIFT APPLICATION

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, those employees engaged in LTM are entitled to a vacation pay uplift based on their years of service. What uplifts are payable and what is the correct application surrounding the years of service thresholds?

GOVERNING LANGUAGE

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.

APPLICATION

The application for the years of service thresholds is as follows:

- up to three (3) years' service - six (6) percent
 - *First day of employment for work of a LTM scope through to the last day of Year 2*
- more than three (3) years and up to seven (7) years' service - seven (7) percent
 - *First day of year 3 through to the last day of year 6*
- more than seven (7) years service and up to ten (10) years' service - eight (8) percent
 - *First day of year 7 through to the last day of year 9*
- more than ten (10) years service and up to twelve (12) years' service - nine (9) percent
 - *First day of year 10 through to the last day of year 11*

- more than twelve (12) years' service – ten (10) percent

- First day of year 12 forward

Should any employee be laid off and rehired by the Company within ninety calendar (90) days, this shall not be considered a break in service and as such affected employees will maintain their years of service for the purposes of calculating vacation pay uplift. Should any employee quit or be terminated their years of service will be lost.

NOTICE OF SHIFT CHANGE

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, how much notice must the Employer provide employees before changing their shift?

What is the penalty should the Employer fail to provide timely notice?

GOVERNING LANGUAGE

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 the straight time hourly rate (1 ½).

APPLICATION

In alignment with the Collective Agreement language, employees are entitled to twenty-four (24) hours advance notice prior to the start of their new shift.

If proper notice is not given all hours worked on affected employees first shift shall be paid at the applicable overtime conditions.

SHIFT CHANGE EXAMPLES

DESCRIPTION OF ISSUE

How are employees to be compensated in the following shift change scenario:

Employees working day work conditions, a regular four (4) day ten (10) hour Monday to Thursday schedule, and are sent home at 11:00 AM on Monday. Affected employees were asked to report back to work at 7:00 PM and worked until 5:00 AM. At the conclusion of the shift employees were instructed to return to regular day work schedule on Wednesday.

GOVERNING LANGUAGE

- 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.
- 20.201 When an employee reports for work, unless previously advised there is no work available, they shall be entitled to two (2) hours pay at the appropriate total package day or shift rate. Should the employee start work or be required to wait at the jobsite, they shall be paid for hours worked or actual waiting time past the two (2) hours minimum.
- 20.305 It is not intended that an employee shall work more than 16 hours in any given twenty-four hour period, therefore, it should be established that the employee must have at least eight continuous hours off between regular shifts or he will be paid overtime rates for all hours worked in excess of first eight, until such time as the employee does have 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 16 hours or returning between shifts on "Call-Ins" to ascertain that the employee does receive the 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.

APPLICATION

Affected employees would be compensated as follows:

- Monday Morning – four (4) hours at straight time. (Article 20.201)
- Monday Night - Ten (10) hours at time and one half (1.5x). (Article 14.104)
- Tuesday Sleep Day – Ten (10) hours at straight time rate. (Article 20.306 – 20.306)

SUPPLEMENTARY UNDERSTANDING:

- On Monday, employees worked from 7:00 AM to 11:00 AM:

Employees would be compensated for four (4) hours at the straight time rate under Article 20.201.

- Note that the shift was not established since three (3) consecutive night shifts were not worked. Therefore, Article 14.104 must be applied and hours outside of the regular day are to be paid at the applicable overtime rates.
- Shift premiums are not applicable as the shift was not established.
- On Monday night, employees worked from 7:00 PM to 5:00AM:

Ten (10) hours paid at the rate of time and one half (1.5x).

- Article 20.305 and 20.306 require that an employee take at least eight (8) hours off between shifts and shall not lose pay on their normal shift.

Ten (10) hours paid at the straight time rate will be paid on Wednesday for a "Sleep Day."

The 8 hour break rule was originally established to ensure that an employee did not lose their basic straight time shift due to having to observe an eight (8) hour break after either changing shifts or working what would be considered a long call in or overtime between their regular straight time shifts. Additionally, it is not intended that any employee will work more than sixteen (16) hours in any given twenty-four (24) hour period, as this in itself presents numerous issues from a safety standpoint which I am certain you can appreciate.

Clients have traditionally appreciated the fact that the individual worker was willing to make a sacrifice and work one night shift (or more) in order to the complete the project in a safe and productive manner and resultantly should not lose time on what is his/her normal straight time shift.

TRAVEL AND SUBSISTENCE PROVISIONS

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements is subsistence or any other travel provisions payable?

GOVERNING LANGUAGE

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 except as outlined in Clause 21.200

21.200 Initial hire and layoff travel expenses will be paid as follows:

21.201 Subject to Article 11.600 employees will be compensated for return airfare between Edmonton and Ft. McMurray upon the provision of a cancelled air ticket and receipt as proof that air transport has been used to a maximum of two hundred and ninety seven dollars (\$297.00) each way plus where no Owner or Employer provided transportation is available, approved ground transportation to the site. If no air receipt is presented travel cost reimbursement will be paid in the amount of two hundred and ninety seven dollars (\$297.00) each way in total.

The travel cost reimbursement will be reviewed by the parties should it increase under the National Maintenance Agreement, prior to the expiry of this Agreement.

Travel reimbursement as noted above between Edmonton and Ft. McMurray, plus approved ground transportation supplied or paid if airfare is paid, will be provided to individuals for initial hire travel expenses, provided such employees complete the job assignment or remain on the job a minimum of fifteen (15) calendar days or are allowed to leave the job for compassionate reasons.

Initial travel cost "in" will be paid after fifteen (15) calendar days on the first pay period thereafter.

No travel shall be payable under this Article if the Client provides transportation from Edmonton to the work site and return.

21.202 Employees who are laid-off for lack of work will be paid the travel reimbursement noted above as appropriate between Ft. McMurray and Edmonton.

APPLICATION

The Alberta GPMA Collective Agreements do not contain any language to cover subsistence payments or travel allowances, with exception to the travel-in /travel out payment provisions set forth by Article 21.201.

For maintenance work occurring in the Ft. McMurray Wood Buffalo region the long-standing industry practice has been to house out of town workers in camp. Where a camp room is unavailable the Employers will provide subsistence payments to affected employees.

THREE (3) DAY SHIFT ESTABLISHMENT

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, when an employee commences work on a night shift, how many consecutive shifts must be worked for it to be considered the regular shift?

GOVERNING LANGUAGE

- 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 workdays, affected employees will be paid at applicable overtime rates for all hours worked outside the regular workday, 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.

APPLICATION

If three (3) consecutive shifts cannot be worked, the shift has not been established, and affected employees shall be paid at applicable overtime rates for all hours worked outside their regular schedule. Shift premium is not applicable in this scenario.

SUPPLEMENTARY UNDERSTANDING

Note that the three (3) shift guarantee applies to employees currently employed and are transferred to shift work. It does not cover employees who are dispatched to work 1 or 2 shifts as outlined by Article 14.105

CALL-IN PROVISIONS – FT. MCMURRAY REGION

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, what is the proper application of the Call-in provisions?

GOVERNING LANGUAGE

- 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 at double (2) the straight time total package hourly rate. All hours worked after the minimum of two (2) hours will be paid at double the straight time total package hourly rate. A separate premium of one and one half (1 ½) hours at straight time total package hourly rate, will be paid for Call-Ins over and above the minimum established in this Article. This separate premium will be one (1) hour at the straight time total package hourly rate for those employees accommodated in a camp adjacent to the site. The Company will designate those adjacent camps and employees will be so notified.
- All hours worked beyond the minimum two (2) hour threshold will be paid at double (2x) the straight time total package hourly rate.
- If an individual is notified before the end of the previous shift, this will not be considered a call-in.
- 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 eight (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.

APPLICATION

From an application standpoint, the least amount of pay an individual will receive for a call-in is two (2) hours at the double-time rate (4 hours earned) plus the applicable separate premium. This premium is paid out for each call-in event and is payable for work in the Ft. McMurray region only.

All hours worked in excess of the minimum two (2) hours double-time (four (4) hours earned) required pay, has been reached effected individuals are compensated at double-time rate for all hours worked.

For example, an individual working a four (4) day ten (10) hour shift, running Monday to Thursday, is called-in to work for Friday. The call-in provisions would be applied as follows:

An individual who is called in and works for $\frac{1}{2}$ hour would be paid two (2) hours at double-time rate (4 earned hours), plus the separate premium if applicable.

An individual who works 2 hours would be compensated for a minimum of two (2) hours at the double-time rate (4 earned hours), plus the separate premium if applicable.

An individual who works 2.5 hours would be compensated for two (2) hours the double-time rate (5 hours earned), plus the separate premium if applicable.

An individual who works four (4) hours would be compensated for four (4) hours at the double-time rate (8 hours earned), plus the separate premium if applicable.

SUPPLEMENTARY UNDERSTANDING

Note, as per Article 20.304, that if this employee was advised prior to the completion of their shift on Thursday or after the completion of their Thursday shift but given eight (8) hours' notice to report to work early on Friday this would not be considered a call-in. In this case, any hours worked on Friday would be paid at the applicable overtime rate without regard to minimum pay.

Please note that the GPMA Collective Agreements established for Shell Scotford and Dow Chemical

jobsites have different thresholds surrounding the minimum hours pay, however the application remains the same as above for these agreements.

CALL-INS IMMEDIATELY PRECEDING AND BECOMING CONTINUOUS WITH REGULAR SHIFT EXAMPLE

DESCRIPTION OF ISSUE

An employee is working the four (4) day ten (10) work week running Monday to Thursday. The employee regularly works the day shift from 7:00 AM to 5:00 PM.

On Wednesday morning at 3:00 AM the Employer calls-in the employee to execute emergency work. The affected employee commences work at 4:00 AM and does not complete the work in question until after the start of their regular shift at 7:00 AM.

How is the affected employee to be compensated in this scenario?

GOVERNING LANGUAGE

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 workday.
- iii. At normal starting time of employee's regular workday 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.

APPLICATION

The affected employee would be paid as follows:

- 3 hours at the double-time (2x) rate as per Article 20.303.
 - From the start of the call-in at 4:00 AM to the start of the regular shift at 7:00 AM.
- 10 hours at the straight time rate.
 - Upon the start of the employee's regular shift pay reverts to the appropriate pay for that day.

SUPPLEMENTARY UNDERSTANDING

Note, as per Article 20.304, that if this employee was advised prior to the completion of their shift on Tuesday or after the completion of their Tuesday shift but given eight (8) hours' notice to report to work early this would not be considered a call-in. In this case, any hours worked preceding the regular shift on Wednesday would be paid at the applicable overtime rate without regard to minimum pay.

Please note that the GPMA Collective Agreements established for Shell Scotford and Dow Chemical jobsites have different thresholds surrounding the minimum hours pay, however the application remains the same as above for these agreements.

LATE, MISSING OR MISCALCULATED FINAL PAY CHEQUE EXAMPLE

DESCRIPTION OF ISSUE

An Employee was laid off on Thursday April 23, 2020. In accordance with the Collective Agreement the Company provided their final wages on the next regular scheduled pay, April 30, 2020, but failed to provide their ROE documentation.

In addition, upon review of the final pay cheque the Employee noticed a payroll miscalculation causing a shortage in the amount deposited. The employee immediately submitted a payroll query on April 30, 2020 through the Employers normal payroll query process. The Employer provided a make-up payment on May 7, 2020.

Is this employee entitled to penalty pay as a result of the missing ROE and the late make-up payment from the pay shortage on their final cheque?

GOVERNING LANGUAGE

- 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

APPLICATION

The penalty pay outlined by Articles 12.501-12.504 is not applicable to late delivery of the ROE documentation and is restricted to either a late or errant final pay cheque.

The Employer failed to provide the make-up payment within three (3) days after notification. Consequently, the affected employee is entitled to penalty pay from the date of the final electronic deposit until the mailing is made for the make-up payment, exclusive of weekends and Statutory Holidays.

The employee would be compensated as follows for penalty pay:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	April 26	April 27	April 28	April 29	April 30	May 1	May 2
Week 1					Final Pay Cheque & Employee Payroll Query & \$100 Penalty	Day 1 Grace & \$100 Penalty	N/A
	May 3	May 4	May 5	May 6	May 7	May 8	May 9
Week 2	N/A	Day 2 Grace & \$100 Penalty	Day 3 Grace & \$100 Penalty	\$100 Penalty	Make-up Payment Provided		

The employee in this scenario is compensated for five days of penalty pay at one hundred (100.00) dollars per day, totaling five hundred (\$500.00) dollars.

LATE OR MISSING WEEKLY PAYCHEQUE – TEN HOUR SHORTAGE EXAMPLE

DESCRIPTION OF ISSUE

An employee receives their weekly pay cheque on Thursday, April 23, 2020. Upon review they notice pay for a ten (10) hour shift is absent. The Employee submits a payroll query to correct the shortage the following day. The Employer provides the make-up payment on April 30, 2020.

What penalty pay is applicable for the affected employee?

GOVERNING LANGUAGE

- 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 working 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.

APPLICATION

Employee A would be compensated as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 19	April 20	April 21	April 22	April 23	April 24	April 25
				Employee pay day	Employee payroll query	N/A
April 26	April 27	April 28	April 29	April 30	May 1	May 2
N/A	Day 1 grace	Day 2 grace	Day 3 grace	\$ 100 penalty	\$ 100 penalty	N/A
May 3	May 4	May 5	May 6	May 7	May 8	May 9
N/A	\$ 100 penalty	\$ 100 penalty	\$ 100 penalty	Make up payment provided		

The Employer failed to provide the make-up payment within three (3) days after notification. Consequently, the affected employee is entitled to penalty pay from the fourth (4th) day after notification was provided until the make-up payment. The employee in this scenario is entitled to five (5) days of penalty pay at one hundred (\$100) dollars per day, totaling five hundred (\$500) dollars.

SUPPLEMENTARY UNDERSTANDING

With respect to Article 12.505 governing pay shortages of ten (10) hours or more or equivalent value, penalty pay is limited to a single pay cheque and does not accumulate over multiple pay periods.

MINIMUM PAY AND REPORTING TIME

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, what is the minimum standard for pay when employees report to and/or commence work to find that work is not available?

Is this principle applicable on overtime hours?

GOVERNING LANGUAGE

20.201 When an employee reports for work, unless previously advised there is no work available, they shall be entitled to two (2) hours pay at the appropriate total package day or shift rate. Should the employee start work or be required to wait at the jobsite, they shall be paid for hours worked or actual waiting time past the two (2) hours minimum.

APPLICATION

The consistent application in the maintenance industry has been as follows:

1. 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, he shall be paid two (2) hours reporting time and allowed to leave the job immediately.
2. If an employee has started to work on their regular shift, they shall be paid not less than two (2) hours pay.
3. When the employee works more than two (2) hours on their regular shift they shall be paid for all hours actually worked in excess of the two (2) hour minimum.

SHIFT PREMIUM ON OVERTIME

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, is shift premium paid when workers are engaged in overtime work?

Are there any exceptions?

GOVERNING LANGUAGE

- 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.
- 14.202 Employees working any shift that is outside of daywork conditions, shall receive a shift premium of four dollars and fifty cents (\$4.50) per hour worked.

APPLICATION 1

For those shifts that commence at or after 8:00 AM shift premium shall be paid on all hours worked, including overtime, under the Alberta GPMA Collective Agreements.

APPLICATION 2 (SUPPLEMENTARY UNDERSTANDING)

Shift premium is not paid for overtime hours worked as a result of a Call-in or when the three (3) day shift establishment has not been met. Call-ins are governed by separate language, Article 20.302 and the three (3) day shift establishment is governed by Article 14.104.

ALBERTA (CWW)

CWW CONDITIONS - OVERTIME MEAL PROVISIONS

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, for those employees who are engaged under CWW conditions, when are they entitled to the provision of an overtime meal?

GOVERNING LANGUAGE

Article 17.000 - Compressed Work Week Conditions of the Alberta GPMA Collective Agreements remains silent on the topic of overtime meal provisions. The longstanding industry standard is as follows:

APPLICATION

For employees working on a CWW schedule, the terms and conditions for this shift are governed by Article 17.000 of the GPMA and affected employees do not revert to the overtime meal provisions for day work conditions.

It is expected that employees working under a CWW schedule will pack supplies for two (2) meals; one meal for each of their scheduled meal breaks during a twelve (12) hour shift.

If an employee is requested to work beyond their regular scheduled ten (10) or twelve (12) hour CWW shift, either on a regular workday or on an EDO, they are entitled to the provision of an overtime meal. It is the standard practice under the GPMA Collective Agreement to provide an overtime meal at the conclusion of either a ten (10) or twelve (12) hour CWW shift before proceeding into overtime. Two options are available to Employers:

1. The Employer may provide a hot meal to affected employees and allow for a thirty (30) minute rest period. (Paid at the straight time rate).
2. If a hot meal cannot be provided to affected employees, payment in lieu shall be as follows:
 - a. A fifteen (15) minute rest period at the conclusion of their regular CWW shift. (At the applicable CWW rate of pay).
 - b. A thirty (30) minute payment at the straight time CWW rate in lieu of the missed meal break.
 - c. A forty dollar (\$40.00) payment in lieu of the hot meal for unscheduled overtime.

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

EXAMPLE # 1

Employees are working the 8-12-12-8 CWW schedule. On the eight (8) hour shifts what is the trigger for affected employees overtime meal allowance?

When working the above CWW schedule, employees who are scheduled to work more than ten (10) hours on their regularly scheduled workday of eight (8) hours are entitled to the overtime meal allowance provisions.

On the twelve (12) hour days, employees who work beyond the conclusion of their regular twelve (12) hour shift are entitled to the overtime meal allowance provisions.

CWW CONDITIONS – BLENDED WAGE RATE CALCULATION

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, for those employees working CWW conditions, how is the blended wage rate to be calculated?

For an automated CWW wage calculator tool [click here.](#)

GOVERNING LANGUAGE

- 17.501 The compressed work week rate is the rate calculated by adding the compressed work week overtime rate and the compressed work week shift premium where applicable.
- 17.502 Determination of premiums for compressed work week rates will be calculated as follows:
- 17.503 Compressed Work Week Shift Premiums:
The shift premium on all Compressed Work Week night shift(s) will be four dollars and fifty cents (\$4.50) per hour for all hours worked.
- 17.504 Compressed Work Week Overtime Rate:
 - i. Number of hours per cycle x number of cycles per year = NUMBER OF ACTUAL HOURS PER YEAR.
 - ii. Number of actual hours per year minus number of hours in a standard year = NUMBER OF OVERTIME HOURS PER YEAR.
 - iii. Number of overtime hours per year x overtime premium x Long-Term rate = TOTAL OVERTIME DOLLARS.
 - iv. Standard hours per year x Long-Term rate plus total overtime dollars (divided by the actual hours of work per year) = COMPRESSED WORK WEEK OVERTIME RATE.

17.505

- i. A year is defined as 364 days (52 x 7).
- ii. A standard year is 2,080 hours (52 x 40).
- iii. Total hours per cycle is defined as the sum of the hours worked on all days in cycle.
- iv. Number of cycles = NUMBER OF DAYS IN A CYCLE DIVIDED INTO 364.
- v. Number of hours on shift per cycle = SUM OF THE HOURS WORKED ON ALL AFTERNOON OR NIGHT SHIFTS DURING A CYCLE.
- vi. A cycle is defined as the number of days, including scheduled days off, before the schedule repeats itself.

APPLICATION

The formula to calculate the CWW blended wage rate is outlined by Article 17.504 and Article 17.503 should the chosen schedule contain any night shift hours.

Appendix A – CWW Schedules found at the back of the Collective Agreements contain a list of all pre-approved CWW schedules and the related shift parameters available to Employers. Shift Schedule B will be used to demonstrate the calculation:

SHIFT SCHEDULE “B”:

1. Straight Days
2. Fourteen (14) twelve (12) hour shifts in a twenty-eight (28) day cycle
3. Number of hours on shift = 0
4. Number of cycles per year = 13
5. Number of hours per cycle = 168
6. Number of hours on shift per year = 0
7. Number of overtime hours per year = 104

The maintenance journeyperson rate to be used for this example is \$45.00.

CWW OVERTIME RATE AS PER 17.504

- | | |
|---|-----------------------------------|
| 1. $168 \times 13 = 2184$ | NUMBER OF ACTUAL HOURS PER YEAR |
| 2. $2184 - 2080 = 104$ | NUMBER OF OVERTIME HOURS PER YEAR |
| 3. $104 \times 2 \times \$45.00 = \$9,360.00$ | TOTAL OVERTIME EARNED IN DOLLARS |
| 4. $(2080 \times 45.00) + \$9,360.00 = \$102,960.00 / 2184 = \$47.14$ | CWW OVERTIME RATE |

Therefore, all straight time hours worked within the regular CWW schedule, fourteen (14) twelve (12) hour shifts, will be paid at the rate of forty-seven dollars, fourteen cents (\$47.14). Including any overtime payable under the shift.

All overtime hours are calculated at the CWW rate multiplied by appropriate overtime rate.

For those CWW schedules that contain night shift hours, below is an example of how to calculate the CWW blended wage rate:

SHIFT SCHEDULE "C"

- a. Alternating days and nights
- b. Seven (7) twelve (12) hour day shifts and seven (7) twelve (12) hour night shifts in a twenty-eight (28) day cycle
- c. Number of hours on shift 84
- d. Number of cycles per year 13
- e. Number of hours per cycle 168
- f. Number of hours on shift per year 1092
- g. Number of overtime hours per year 104

The maintenance journeyperson rate to be used for this example is forty-five dollars (\$45.00).

CWW OVERTIME RATE AS PER 17.504

- | | |
|--|--|
| 1. $168 \times 13 = 2184$ | NUMBER OF ACTUAL HOURS PER YEAR |
| 2. $2184 - 2080 = 104$ | NUMBER OF OVERTIME HOURS PER YEAR |
| 3. $104 \times 2 \times \$45.00 = \$9,360.00$ | TOTAL OVERTIME EARNED IN DOLLARS |
| 4. $(2080 \times 45.00) + \$9,360.00 = \$102,960.00$ | CWW OVERTIME RATE |
| $\$102,960.00 / 2184 = \47.14 | |

SHIFT PREMIUM AS PER 17.503

A shift premium of four dollars and fifty cents (\$4.50) is to be added to all hours worked on the night shift portion of the work.

The CWW blended wage rate for those working shift schedule C for the night shift part, is $\$47.14 + \$4.50 = \$51.64$ for all straight time hours worked on nights within the regular CWW schedule.

Alternatively, the night shift premium can be blended across all hours worked. In the case of schedule C, 50% of the hours on shift attract shift premium. 50% of \$4.50 = \$2.25.

The CWW blended wage rate for those working shift schedule C, blended to all hours worked in the schedule, days and nights, is $\$47.14 + \$2.25 = \$49.39$ for all straight time hours worked within the regular CWW schedule.

Either of the above methods meets the intent of article 17.503.

CWW CONDITIONS – EDO's AND PARTIALLY WORKED CWW SCHEDULES

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, what are earned days off (EDO)?

In cases where shift schedules are to be changed, how are EDO's handled when employees are not able to work all of their regular scheduled workdays?

GOVERNING LANGUAGE

17.512.4 Earned days off on a Compressed Work Week are days which are scheduled as regular days off and are earned when regular scheduled consecutive work days immediately preceding have been worked.

If a fraction of the regular work days are worked the same fraction of the immediately following regular days off are earned. Any fraction of a day shall be considered one day when calculating earned days off.

When an employee is transferred to a different shift schedule all scheduled days off which have been earned must be given to the employee prior to the start of their new schedule. If earned days off are worked they shall be considered overtime and paid as per Article 17.300, based on the appropriate CWW blended rate.

APPLICATION

EDO's are those which have been scheduled as regular days off and are earned when the regular scheduled consecutive workdays immediately preceding have been worked. In other words, for every CWW workday that an employee reports to work for they are in turn entitled to one EDO.

In a scenario where a fraction of the regular CWW shifts have been worked, as a result of a shift change, affected employees are entitled to the same fraction of EDO's. This means that if an Employer does not observe the affected employees EDO's, any hours worked within the new schedule on these days will be paid at the appropriate overtime rates.

For example, if an individual who regularly works a seven (7) on seven (7) off CWW schedule is informed on day five (5), with the proper notice as per the Collective Agreement, to report to work on a different shift schedule, they would be compensated as follows:

Affected employees are entitled to five (5) EDO's which are either observed as scheduled days off or can be worked at request of the Employer under overtime conditions.

CWW CONDITIONS - TRAINING COMPENSATION AND EDO'S

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, for those employees engaged in CWW conditions, how are employees to be compensated for attending training courses?

GOVERNING LANGUAGE

- 11.900 Employees who attend training courses associated with their maintenance duties which are organized by the Company or the Union beyond their normal hours of work or on Saturdays, Sundays or earned days off, shall be paid at the employee's straight time total package hourly rate to a maximum of eight (8) hours per day.
- Any hours spent in training past eight (8) hours in a day will attract double (2x) the straight time total package hourly rate.

APPLICATION

Under CWW conditions, the Employer has two options for scheduling training:

1. Training courses may be scheduled during a regular CWW shift and compensated at the normal CWW rates for any employees who attend.
2. Training courses may be scheduled on an employee's EDO and paid for at straight time rates, as per Article 11.900, for any employees who attend.
 - i) Generally, when an employee is working under CWW conditions and is requested to work on their EDO, hours worked are to be paid under overtime conditions. However, Article 11.900 is the exception to this rule.

CWW CONDITIONS – CWW NIGHT SHIFT WITH SCHEDULED DAY TRAINING

DESCRIPTION OF ISSUE

Employees are working a fourteen (14) on fourteen (14) off CWW schedule on straight nights. The regular CWW night shift begins at 7:00PM. Prior to the shift commencing the Client requested that affected employees complete a two-day training assignment. The courses ran for eight (8) hours each day and began at 7:00 AM.

The training assignment took place the day before the official start of the CWW and on the day of the official start of the CWW night shift. Affected employees were given proper notice of a shift change and also given the required eight-hour rest period between the completion of the training course and the first night worked on the CWW shift.

What articles apply and how are affected employees compensated in this scenario?

GOVERNING LANGUAGE

- 11.900 Employees who attend training courses associated with their maintenance duties which are organized by the Company or the Union beyond their normal hours of work or on Saturdays, Sundays or earned days off, shall be paid at the employee's straight time total package hourly rate to a maximum of eight (8) hours per day.
Any hours spent in training past eight (8) hours in a day will attract double (2x) the straight time total package hourly rate
- 17.510.2 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).
- 20.305 It is not intended that an employee shall work more than 16 hours in any given twenty-four-hour period, therefore, it should be established that the employee must have at least eight (8) continuous hours off between regular shifts or he 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 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.

APPLICATION

In alignment with the above language affected employees will be paid as follows:

Day	Compensation & Rate	Applicable Language
Training Day 1	8 hours @ Straight Time CWW Rate	11.900
Training Day 2	8 hours @ Straight Time CWW Rate	11.900

Employees concluded their training at 3:30 PM and took their required eight (8) hour break. Employers may compensate affected members for a sleep day (12 hours straight time the CWW rate) or request affected employees to report for 11:30 PM, after the required break, to finish their regular CWW night shift. In the later case:

8 Hour Break	4.5 hours @ straight time the CWW Blended Wage Rate	20.306
1st CWW Night Shift (Remaining Hours)	7.5 hours @ straight time the CWW Blended Wage Rate plus all night shift premiums	17.000 & 20.306
Day 2-14 CWW Night Shift	12 Hours @ straight time the CWW Blended Wage Rate plus all night shift premiums	17.000

CWW CONDITIONS - NOTICE OF SHIFT CHANGE

DESCRIPTION OF ISSUE

Under the Alberta GPMA Collective Agreements, for those employees engaged in a CWW schedule, how much notice must the Employer provide employees before changing their shift?

What is the penalty should the Employer fail to provide timely notice?

GOVERNING LANGUAGE

- 17.511 Shift changes from Day Work Conditions to Compressed Work Week:
- 17.511.1 i) If an employee has started work during a normal work week Monday through Sunday, is then changed to a Compressed Work Week schedule and not given the required earned days off, they shall be paid straight time for the first 40 hours worked in the week at the applicable rate and overtime thereafter until the completion of the normal work week.
- ii) If an employee has started work during a normal work week Monday through Sunday, is then changed to a Compressed Work Week schedule and given the required earned days off, they shall be paid straight time for all scheduled hours worked on the new Compressed Work Week shift.
- 17.511.2 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).
- 17.511.3 If an employee is given greater than the normal two (2) earned days off on their regular schedule due to having their shift changed to a Compressed Work Week schedule, they shall be paid straight time for those hours in excess of the earned days off they would have otherwise worked if the shift had not been changed.
- 17.512 Shift changes from one Compressed Work Week schedule to another Compressed Work Week schedule:
- 17.512.1 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).
- 17.512.2 If an employee loses time on their initial Compressed Work Week schedule due to having their Compressed Work Week schedule changed to a new Compressed Work Week schedule, they shall be paid for those hours they would have worked

on their initial schedule up to the start of their new schedule.

In no case will missed hours be paid if the employee works forty (40) or more straight time hours in the calendar week. If less than forty (40) hours is worked in the calendar week, missed hours on the initial schedule will be paid but only to the extent that straight time hours on the new schedule in the calendar week plus hours worked on the old schedule in the calendar week plus missed hours on the initial schedule does not exceed forty (40).

- 17.512.3 The penalty of Clause 17.511.2 will not apply if the employee completes their regular work days on their initial schedule up to the scheduled days off, receives their scheduled days off or paid applicable overtime, if they works on their scheduled days off, and is given at least ten (10) hours notice of shift change.
- 17.512.4 Earned days off on a Compressed Work Week are days which are scheduled as regular days off and are earned when regular scheduled consecutive work days immediately preceding have been worked.
- If a fraction of the regular work days are worked the same fraction of the immediately following regular days off are earned. Any fraction of a day shall be considered one day when calculating earned days off.
- When an employee is transferred to a different shift schedule all scheduled days off which have been earned must be given to the employee prior to the start of their new schedule. If earned days off are worked they shall be considered overtime and paid as per Article 17.300, based on the appropriate CWW blended rate.
- 17.513 Shift changes from Compressed Work Week to Day Work Conditions:
- 17.513.1 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).
- 17.513.2 Clause 17.512.4 applies in its entirety when amending Compressed Work Week schedules to Day Work Conditions.

APPLICATION

In alignment with the Collective Agreement language, employees are entitled to twenty (24) hours advance notice prior to the start of their new shift.

If proper notice is not given all hours worked on affected employees first shift shall be paid at the applicable overtime conditions.

CWW CONDITIONS – SHIFT CHANGE EXAMPLE & WORKING ON AN EDO

DESCRIPTION OF ISSUE

Shift change from one CWW to another CWW:

Employees worked a fourteen (14) days on fourteen (14) days off CWW schedule. The Employer would like to transfer a worker from this schedule to the seven (7) days on seven (7) days off CWW schedule. The affected employee was transferred to the new schedule and commenced work on Day 7 of their 14 EDO's.

How is this employee to be compensated for working on their earned days off?

GOVERNING LANGUAGE

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

17.512.4 Earned days off on a Compressed Work Week are days which are scheduled as regular days off and are earned when regular scheduled consecutive work days immediately preceding have been worked.

If a fraction of the regular work days are worked the same fraction of the immediately following regular days off are earned. Any fraction of a day shall be considered one day when calculating earned days off.

When an employee is transferred to a different shift schedule all scheduled days off which have been earned must be given to the employee prior to the start of their new schedule. If earned days off are worked they shall be considered overtime and paid as per Article 17.300, based on the appropriate CWW blended rate.

APPLICATION

Affected employees would be compensated as per Article 17.300.

Essentially fifty percent (50%) of hours worked on EDOs are paid at one and a half (1.5x), and fifty percent (50%) are paid at double (2x) the applicable CWW rate.

CWW CONDITIONS – SHIFT CHANGE WITH DELAYED START FOR NEW SHIFT

DESCRIPTION OF ISSUE

Employees are working a fourteen (14) day on fourteen (14) day off CWW schedule and while on their EDO's affected workers are notified that they have been transferred to the seven (7) days on seven (7) days off CWW schedule. The new schedule cycle is set to commence seven (7) days after their fourteenth (14th) EDO meaning those transferred have been off work for twenty-one (21) days total.

Should employees be compensated for the additional seven (7) days off work?

GOVERNING LANGUAGE

- 17.512.2 "... In no case will missed hours be paid if the employee works forty (40) or more straight time hours in the calendar week. If less than forty (40) hours is worked in the calendar week, missed hours on the initial schedule will be paid but only to the extent that straight time hours on the new schedule in the calendar week plus hours worked on the old schedule in the calendar week plus missed hours on the initial schedule does not exceed forty (40)."
- 17.512.3 The penalty of Clause 17.512.2 will not apply if the employee completes their regular work days on their initial schedule up to the scheduled days off, receives their scheduled days off or paid applicable overtime, if they work on their scheduled days off, and is given at least ten (10) hours' notice of shift change.

APPLICATION

No additional compensation is payable during those additional seven (7) days off prior to the new CWW shift commencing.

Affected employees worked their full fourteen (14) days on and then subsequently completed their fourteen (14) EDO's. Those transferred were given proper notice, did not lose any hours on their initial CWW schedule and have satisfied the conditions set forth in Article 17.512.3 above.

CWW CONDITIONS – SHIFT CHANGE FROM CWW TO DAY WORK CONDITIONS EXAMPLE

DESCRIPTION OF ISSUE

Employees are working a seven (7) days on seven (7) days off CWW schedule. Affected employees complete their regular work days and on day six (6) of their EDO's are transferred to an eleven (11) days on and three (3) days off rotation paid based on a four (4) day ten (10) hour base schedule running Monday to Thursday. Twenty-four (24) hours' notice was given to affected employees prior to starting their new schedule.

How are affected employees to be compensated for this shift change?

GOVERNING LANGUAGE

- 17.512.4 Earned days off on a Compressed Work Week are days which are scheduled as regular days off and are earned when regular scheduled consecutive work days immediately preceding have been worked.
- If a fraction of the regular work days are worked the same fraction of the immediately following regular days off are earned. Any fraction of a day shall be considered one day when calculating earned days off.
- When an employee is transferred to a different shift schedule all scheduled days off which have been earned must be given to the employee prior to the start of their new schedule. If earned days off are worked they shall be considered overtime and paid as per Article 17.300, based on the appropriate CWW blended rate.
- 17.512 Shift changes from Compressed Work Week to Day Work Conditions:
- 17.512.1 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).
- 17.512.2 Clause 17.512.4 applies in its entirety when amending Compressed Work Week schedules to Day Work Conditions.

APPLICATION

Affected employees shall be paid as follows in this scenario:

Day	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Initial Schedule (7/7 CWW)				12 Hours ST CWW	12 Hours ST CWW	12 Hours ST CWW	12 Hours ST CWW
New Schedule (11/3 Day Work)							

Day	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Initial Schedule (7/7 CWW)	12 Hours ST CWW	12 Hours ST CWW	12 Hours ST CWW	EDO	EDO	EDO	EDO
New Schedule (11/3 Day Work)						Off	Off

Day	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Initial Schedule (7/7 CWW)	EDO	EDO	EDO				
New Schedule (11/3 Day Work)	Off	10 Hours OT	10 Hours OT	10 Hours ST	10 Hours ST	10 Hours 2x	10 Hours DT

Day	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Initial Schedule (7/7 CWW)							
New Schedule (11/3 Day Work)	10 Hours DT	10 Hours ST	10 Hours ST	10 Hours ST	10 Hours ST	Off	Off

CWW CONDITIONS – SHIFT CHANGE CWW TO ANOTHER CWW SCHEDULE

DESCRIPTION OF ISSUE

An employee is working a fourteen (14) days on fourteen (14) days off CWW schedule. At the conclusion of the regular shift on day six (6) the Employer provides proper notice and instructs affected employees to report to the night shift.

The 14/14 CWW day shift runs from Thursday to Wednesday, 7:00AM to 7:00PM

The 14/14 CWW night shift runs Wednesday to Tuesday 7:00 PM to 7:00 AM

The new night shift schedule ends one day earlier than the initial day shift schedule and affected employees lost one full shift as a result of the shift change.

How are affected employees compensated for the missed shift?

GOVERNING LANGUAGE

- 17.512 Shift changes from one Compressed Work Week schedule to another Compressed Work Week schedule:
- 17.512.1 An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½).
- 17.512.2 If an employee loses time on their initial Compressed Work Week schedule due to having their Compressed Work Week schedule changed to a new Compressed Work Week schedule, they shall be paid for those hours they would have worked on their initial schedule up to the start of their new schedule.
In no case will missed hours be paid if the employee works forty (40) or more straight time hours in the calendar week. If less than forty (40) hours is worked in the calendar week, missed hours on the initial schedule will be paid but only to the extent that straight time hours on the new schedule in the calendar week plus hours worked on the old schedule in the calendar week plus missed hours on the initial schedule does not exceed forty (40).
- 17.512.3 The penalty of Clause 17.512.2 will not apply if the employee completes their regular work days on their initial schedule up to the scheduled days off, receives their scheduled days off or paid applicable overtime, if they work on their scheduled days off, and is given at least ten (10) hours notice of shift change.

17.511.4

Earned days off on a Compressed Work Week are days which are scheduled as regular days off and are earned when regular scheduled consecutive work days immediately preceding have been worked.

If a fraction of the regular work days are worked the same fraction of the immediately following regular days off are earned. Any fraction of a day shall be considered one day when calculating earned days off.

When an employee is transferred to a different shift schedule all scheduled days off which have been earned must be given to the employee prior to the start of their new schedule. If earned days off are worked they shall be considered overtime and paid as per Article 17.300, based on the appropriate CWW blended rate.

APPLICATION

When there is a shift change from one CWW to another CWW schedule, as outlined in Article 17.512.2, the individual must receive a minimum of forty (40) hours in each calendar week.

The chart below illustrates proper application of this Article and outlines how affected employees are to be paid in this scenario:

Day	WEEK 1							WEEK 2							WEEK 3						
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Numberical Date	28	29	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Initial Schedule (Days)					12	12	12	12	12												
New Schedule (Nights)											12	12	12	12	12	12	12	12	12	12	12
Weekly Totals	WEEK 1 = 36 Hours Total							WEEK 2 = 84 Hours Total							WEEK 3 = 36 Hours						
17.511.2 (Paragraph 2)	Pay 4 Hours ST to satisfy 17.511.2							40 Hour Minimum met - Satisfies 17.511.2							Pay 4 Hours ST to satisfy 17.511.2						

Affected employees would be compensated for four (4) hours in week 1 and week 2; a total of eight (8) hours pay is owed for employees to be made whole from the shift change.

ALBERTA (NMA)

NMA OVERTIME MEAL ALLOWANCE PROVISIONS

DESCRIPTION OF ISSUE

What is the acceptable practice under the Alberta NMA Collective Agreement when circumstances prevent the Employer from providing a hot meal for an overtime meal break?

GOVERNING LANGUAGE

15.602 **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:

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.

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

15.604 **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.

APPLICATION

Identify if the affected employees are working unscheduled overtime, scheduled overtime or are receiving subsistence payments to determine appropriate entitlements to the overtime meal allowance.

FOUR (4) DAY TEN (10) HOUR SHIFT SCHEDULE - MONDAY TO THURSDAY OR TUESDAY TO FRIDAY

DESCRIPTION OF ISSUE

Under the Alberta NMA Collective Agreement, with respect to the four (4) day ten (10) hour shift schedule, can an Employer work the Monday to Thursday rotation during week 1 and then a Tuesday to Friday rotation during week 2?

GOVERNING LANGUAGE

15.100 "... As an option, ten (10) hours per day, Monday to Thursday or Tuesday to Friday may be worked at straight time. 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.

When establishing a four (4) day ten (10) hour work week, the Employer will advise the affected Local Union office that a four (4) day ten (10) hour option is in place and declare if it is a Monday to Thursday, or Tuesday to Friday work pattern.

APPLICATION

There is no ability under the Alberta NMA Collective Agreement to combine these schedules or "flip-flop" from one schedule to another from week to week.

When implementing a work schedule the Employer must identify and communicate to the affected Local unions which schedule and rotation they intend to use to perform the work.

THREE (3) SHIFT GUARANTEE

DESCRIPTION OF ISSUE

Under the Alberta NMA Collective Agreement, when an employee commences work on a night shift, are employees entitled to a minimum number of shifts in the event the work is cancelled?

Is there a three (3) shift requirement to establish the schedule under the Alberta NMA?

GOVERNING LANGUAGE

15.700 Subject to Article 15.100 on the establishment of a four (4) ten (10) hour day system, any provisions regarding minimum number of days to establish afternoon or midnight shifts are not applicable under this Agreement.

APPLICATION

Under the Alberta NMA Collective Agreement, there is no minimum number of night shifts guaranteed to a worker nor a requirement to work a certain number of shifts to establish the shift as the regular schedule.

The NMA agreement is intended to be used for intermittent / short duration work and the three (3) shift guarantee for shift establishment was specifically omitted.

ADDITIONAL SUBSISTENCE PAYMENT

DESCRIPTION OF ISSUE

Under the Alberta NMA Collective Agreement, in what circumstances are eligible employees compensated with an additional day's subsistence payment?

Is the additional subsistence payment applicable for those receiving seven (7) days subsistence?

GOVERNING LANGUAGE

- 13.100 c) On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one (1) additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two hundred (200) road kilometres from the City Hall(s) of Edmonton and Calgary, or other Hiring Hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (i.e. receipt or registration verification).

APPLICATION

Eligible employees are those who are working on a subsistence project who are travelling distances in excess of two hundred (200) kilometers to the jobsite.

The additional day of subsistence is paid only once; either at the commencement of the job or at the conclusion of the job, dependent upon the individual's travel plans. The intent of this language is to provide affected employees the opportunity to stay in a hotel the night before work commences or cover an extra day in the hotel for when night shift work concludes and the employee does not have reasonable rest time before travelling home.

DAILY TRAVEL PROVISIONS

DESCRIPTION OF ISSUE

Under the Alberta NMA Collective Agreements, how is daily travel to be calculated and paid out?

Does the employees place of residence have any implications to their entitlements to the provision of daily travel payments?

GOVERNING LANGUAGE

- 13.100 a) Daily Travel: On those projects that are located between forty-five (45) radius kilometers to one hundred and twenty (120) radius kilometers from Edmonton and/or Calgary City Hall(s) or other Hiring Hall locations, the Company shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

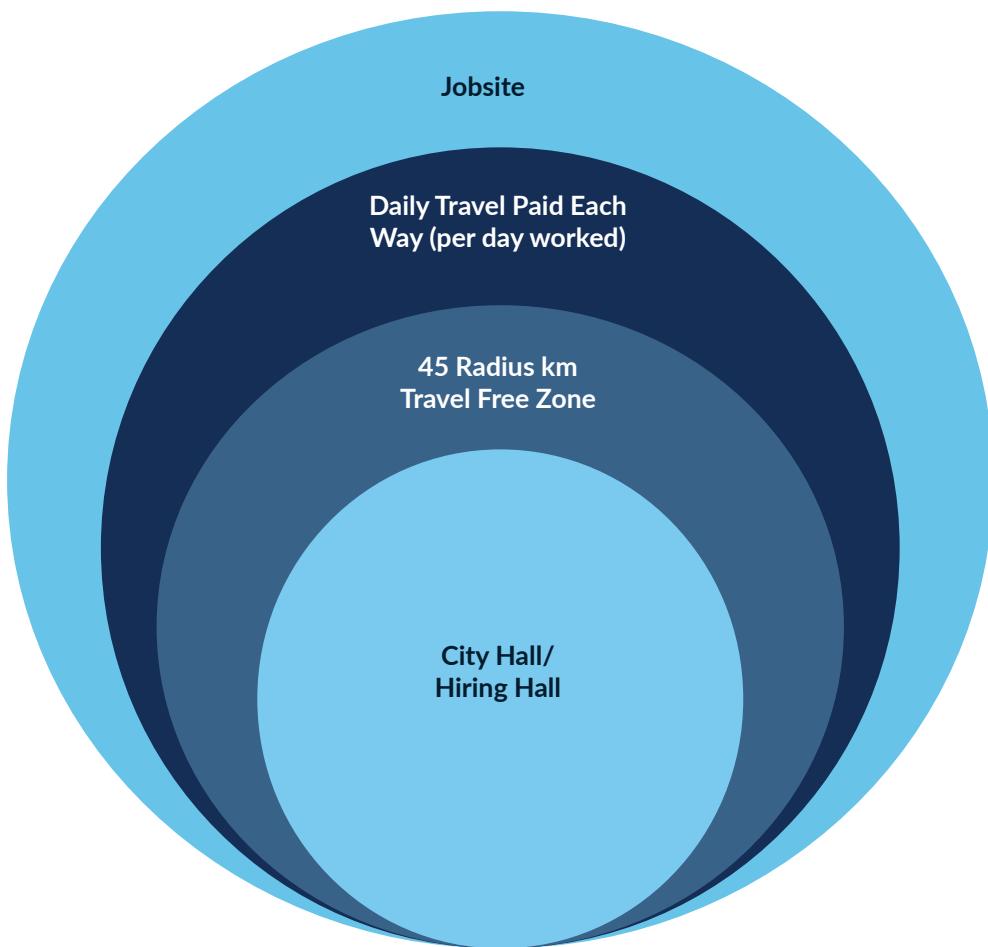
Alternatively, the Company shall pay to each employee a vehicle allowance at the rate established by the Canadian Revenue Agency per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) radius kilometer free zone to the project and return.

APPLICATION

Firstly, should the Company provide transportation to and from the jobsite for affected employees daily travel is not payable. If transportation is not provided, then daily travel is payable and is calculated as depicted by the graphic below.

Daily travel is paid at the current published CRA rate from the edge of the forty five (45) kilometer free zone to the jobsite and return.

An individual's place of residence has no bearing on the calculation.



SHIFT PREMIUM ON OVERTIME

DESCRIPTION OF ISSUE

Under the Alberta NMA, is shift premium paid when workers are engaged in overtime work?

Are there any exceptions?

GOVERNING LANGUAGE

15.200Employees working any shift that is outside of daywork conditions, shall receive a shift premium of four dollars and fifty cents (\$4.50) per hour worked.

APPLICATION

For those shifts scheduled outside of regular start times identified under daywork conditions, as identified in Article 15.100, "The regular starting time shall be eight (8) o'clock a.m..... Start times may be staggered two (2) hours between 7:00 a.m. and 9:00 a.m. as job conditions warrant", shift premium shall be paid on all hours worked, including overtime, under the Alberta NMA Collective Agreement.



NEW BRUNSWICK

NEW BRUNSWICK (GENERAL)

HIRING AND NAME HIRE PROVISIONS

DESCRIPTION OF ISSUE

Do Employers operating under the New Brunswick GPMA and NMA Collective Agreements have the ability to name hire employees?

GOVERNING LANGUAGE

IRVING GPMA

11.205 The Company will be allowed to name hire forepersons and general forepersons.

- i. The name hire provision at minimum will follow the Industrial Agreement formula to the extent that name hire provisions available on construction would be available to maintenance contractors as well. This means, if for example, 50% name hire is available in the Industrial Agreement then it would also be available on maintenance.

NB POWER NMA

See Article 20.100 of the NB Power NMA.

NB INTERMITTENT NMA

See Article 20.100 of the NB Intermittent NMA.

APPLICATION

The GPMA and NMA Collective Agreements are stand-alone agreements and one should only refer to the industrial (ICI) reference agreements when the maintenance agreement language explicitly states so. This is the case for hiring and name hire provisions contained in all GPMA and NMA Collective Agreements in the province of New Brunswick.

Hiring and Name hire provisions in the maintenance agreements follow those set out in each Trade Unions respective reference (ICI) Collective Agreement.

NEW BRUNSWICK (GPMA)

2-4-8, 2-5-10, 2-6-12

DESCRIPTION OF ISSUE

How is the 2-4-8, 2-5-10 and the 2-6-12 applied?

GOVERNING LANGUAGE

- 19.203 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.

APPLICATION

The following will provide clarification ion the 2-4-8 principle and payment for employees. The long standing practice and consistent application in the maintenance industry has been as follows:

If the individual arrives at work and is ready to work he or she will receive a minimum of two (2) hours pay.

As soon as the employee begins to work, he or she is entitled to a minimum of four (4) hours pay on a ten (10) hour day).

Should the employee work past four (4) hours, he or she is entitled to eight (8) hours pay (ten (10) hours on a ten (10) hour day).

OVERTIME PAYMENTS

DESCRIPTION OF ISSUE

If an individual misses one of the scheduled work days on a Monday to Thursday rotation and works on a Friday, are they entitled to overtime for the Friday.

GOVERNING LANGUAGE

13.200 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, earned days off in a four (4) day work week and recognized holidays, as listed in Article 17.000 of the Agreement shall be paid overtime rates as follows:

13.201 Long-Term Maintenance Overtime Conditions:

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

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

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

13.202 Short-Term Maintenance Overtime Conditions:

a) Five Eight Hour Days (5x8)

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

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			All hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday			All 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

APPLICATION

Overtime for an employee working a 4 x 10 shift schedule Monday to Thursday work week is not dependent upon working all of the preceding days. Once the work week is established as a Monday to Thursday 4 x 10, Friday, Saturday and Sunday are the scheduled overtime days and paid at the applicable overtime rate if worked. In the same vein, in a 5 x 8 work week Saturday and Sunday are always overtime days even if all the preceding work days were not worked.

SUPPLEMENTARY UNDERSTANDING

Overtime is not dependent upon an employee working all available hours during the shift prior to receiving overtime. Overtime is determined by the shift.

For example, if an employee reports at 12:30pm for a 7:30am - 5:00pm shift and is asked to work past 5:30pm they will be compensated for all time worked past 5:30pm at the applicable overtime rate.

NB POWER (NMA)

CLIENT HIRING CASUAL WORKERS

DESCRIPTION OF ISSUE

Under the NB Power NMA Collective Agreement, is the Client able to hire casual workers, such as a summer student, or would this constitute a violation of the agreement?

GOVERNING LANGUAGE

- 3.100 All Employees under this Agreement, as a condition of employment, shall be members of or secure membership in the Member Union of the Council and maintain such membership in good standing.
- 3.200 The Company will co-operate with the Member Unions in providing employment to their members and the Unions agree to assist the Company by all means in their power to secure necessary skilled and competent workers. The Unions will provide manpower on a best effort basis for emergencies, including forced outages, environmental and safety related work
- 4.300 The Council and the Company understand that the Owner may, at his discretion, choose to perform or directly sub-contract work for any part or parts of the work necessary in his plant.

APPLICATION

The practice of New Brunswick Power hiring casual workers has been on-going since the inception of this Collective Agreement.

The Client is not party to the Collective Agreement and therefore there cannot be a violation. These maintenance Collective Agreements are between the International Unions affiliated under the GPMC / NMC and Signatory Employers. Further, Article 4.300 identifies that the hiring casual workers is within the Clients rights.

REFERENCE AGREEMENT HOLIDAY PAY

DESCRIPTION OF ISSUE

Certain Trades under their Local Union reference (ICI) Collective Agreements have language outlining specific pay parameters for Statutory Holidays. Does this language apply to the NB Power NMA Collective Agreement?

GOVERNING LANGUAGE

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

APPLICATION

Under the New Brunswick Power NMA Collective Agreement vacation pay and Statutory Holiday "percentages / payments" called for in the Area Labour Agreements shall be paid.

This language, "percentages /payments" was specifically included to cover instances where the Holiday is a paid day in the reference agreement and not solely a percentage amount.

RETROACTIVITY PAY AND PROCESS

DESCRIPTION OF ISSUE

Should a Trades Union negotiate a monetary increase within their reference (ICI) agreement, when do these increases become effective under the NMA Collective Agreement?

Is there a retroactivity process established under the Collective Agreement?

GOVERNING LANGUAGE

22.100 There shall be no lockout by the Company, and no work stoppages by the Union, however, the Company agrees that it will pay retroactive to the expiration date of the previous area contract any monetary increase of the Area Labour Agreement in the area. In the event of an unauthorized strike, the Union agrees to use reasonable efforts to cause the workers involved to return to work upon receipt of written notice from the Company of the existence of any such strike. This paragraph shall be enforced only to the extent permitted by applicable law.

APPLICATION

Article 22.100 ensures the continuity of labour on maintenance work by providing that maintenance workers will be paid monetary increases negotiated in each Trades respective reference agreement.

The increase is paid retroactively to the expiration date of the reference (ICI) agreement. Note that the 95% maintenance factor, as outlined by Article 9.100, is applicable to a wage increase.

NEW BRUNSWICK INTERMITTENT (NMA)

OVERTIME APPLICATION

DESCRIPTION OF ISSUE

Under the New Brunswick Intermittent NMA, or all GPMA/NMA Collective Agreements for that matter, are the overtime provisions triggered by the shift schedule or the hours worked by an employee?

For example, if an individual misses one of the scheduled work days on a Monday to Thursday rotation and works on a Friday, are they entitled to overtime for the Friday?

GOVERNING LANGUAGE

There is no language contained within the GPMA or NMA Collective Agreements that speaks directly to this issue. However, most Collective Agreements identify the overtime days within a work week based on either the 5 x 8 or 4 x 10 shift schedule.

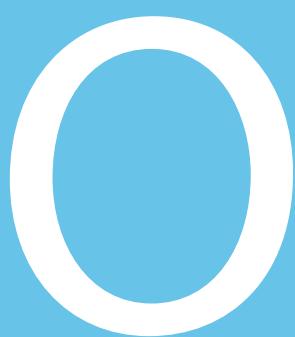
APPLICATION

The determination of overtime is not dependent upon working all preceding days of the work week or any number of hours worked by an individual. It is the established shift schedule that determines the overtime days in a given work week.

For example, once a Monday to Thursday 4 x 10 shift schedule has been established the overtime days for an employee working this schedule will be Friday, Saturday, and Sunday. If an employee engaged on this schedule missed their ten (10) hour Wednesday shift and was then requested to work on Friday, any hours worked on the Friday would be paid at overtime rates.

SUPPLEMENTARY UNDERSTANDING

Please be advised that the Alberta NMA Collective Agreement is the exception to the practice outlined above. See Article 16.303 of Alberta NMA.



ONTARIO

ONTARIO (GPMA)

SHIFT CHANGE EXAMPLES

DESCRIPTION OF ISSUE

How are employees to be compensated in the following shift change scenario:

Employees working day work conditions, a regular four (4) day ten (10) hour Monday to Thursday schedule, and are sent home at 11:00 AM on Monday. Affected employees were asked to report back to work at 7:00 PM and worked until 5:00 AM. The shift ran for three consecutive days and was established.

GOVERNING LANGUAGE

- 14.103 Each shift employee must be scheduled for three (3) consecutive work days and may be scheduled for (5) or seven (7) days per week. These consecutive days may be based on regular work days, weekends or holidays. Work on weekends and Holidays are 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 Article 13.200.
- 14.500 When shift schedules are to be changed, except as noted in Article 16.000, 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 ½) the straight time hourly rate.
- 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.
- 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 3-4-8- 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 3-4-8 equates to 3-5-10 or 3-6-12 respectively.

APPLICATION

Affected employees would be compensated as follows:

- Monday Morning – five (5) hours at straight time. (Article 20.203)
- Monday Night - Ten (10) hours at time and one half (1.5x). (Article 14.500)
- Tuesday Night- ten (10) hours at the established shift rate
- Wednesday Night - ten (10) hours at the established shift rate
- Thursday Night - ten (10) hours at the established shift rate

SUPPLEMENTARY UNDERSTANDING:

- On Monday, employees worked from 7:00 AM to 11:00 AM:

Employees would be compensated for five (5) hours at the straight time rate under the 3-5-10 Protocol outlined in Article 20.202.

- On Monday night, employees worked from 7:00 PM to 5:00AM:

Ten (10) hours paid at the rate of time and one half (1.5x).

WINTER PARKAS

DESCRIPTION OF ISSUE

Does the Employer have to provide winter parkas?

GOVERNING LANGUAGE

- 25.301 The Company accepts the responsibility to provide coveralls and all necessary protective clothing required for work conditions which are exceptional or would lead to speedier deterioration of personal clothing, than under normal or usually accepted working conditions. 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, will remain Company property and must be returned before leaving the jobsite.

APPLICATION

The Employer is responsible to provide workers with coveralls. There is no requirement for the Employer to provide craft personnel with winter parkas.

ONTARIO (HAMILTON NMA)

SHIFT PREMIUM: AFTERNOON & MIDNIGHT SHIFTS

DESCRIPTION OF ISSUE

Under the Hamilton NMA Collective Agreements, how is the shift premium rate determined between afternoon and midnight shifts?

Is shift premium paid on overtime hours?

GOVERNING LANGUAGE

16.200 Employees working a day shift defined as a shift starting from 7:00 a.m. up to and including 9:00 a.m. shall work eight (8) hours for eight (8) hours pay.

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 12 percent (12%) of the hourly base rate for a maximum of eight (8) hours or ten (10) hours when working the four (4) ten (10) hour shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 12.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.

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 twenty percent (20%) of the hourly base rate for a maximum of eight (8) hours or ten (10) hours when working the four (4) ten (10) hours shift option. Shift premium will not be paid on shifts worked on Saturdays, Sundays, recognized holidays, as listed in Article 12.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.

Employees working on a second shift of which the major portion of the total hours scheduled falls after midnight will be paid the midnight shift premium.

APPLICATION

For those employees working a second shift, if the majority of the total hours worked (including scheduled overtime), on the regular shift fall after midnight the twenty (20%) percent premium will be paid.

For example, a shift commencing at 8:00 PM that runs for eight (8) hours would be paid using the twelve (12%) percent shift premium. However, if two (2) hours of overtime is scheduled (not spot overtime from emergent work), there are now more hours scheduled after midnight so the twenty (20%) percent shift premium is payable.

Under the Hamilton NMA Collective Agreement, shift premium is only paid on regularly scheduled hours and is not paid on all other overtime hours

SHIFT SCHEDULE OPTIONS

DESCRIPTION OF ISSUE

What are the shift schedule options available under the Hamilton NMA Collective Agreement?

How long are employees on-site in each instance?

GOVERNING LANGUAGE

16.100 Eight (8) hours per day shall constitute a Standard Work Day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work.

As an option ten (10) hours per day, Monday to Thursday or Tuesday to Friday may be worked at straight time. 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.

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 ($\frac{1}{2}$) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half ($1\frac{1}{2}$ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.

16.200 Employees working a day shift defined as a shift starting from 7:00 a.m. up to and including 9:00 a.m. shall work eight (8) hours for eight (8) hours pay.

“...The mid-shift lunch break will be one half (1/2) hour on day shift and will be unpaid. On afternoons and midnights the mid-shift lunch break will be paid at straight time.”

APPLICATION

Under the Hamilton NMA Collective Agreement, the following shift schedules are available to be worked:

1. Five (5) day eight (8) hour shifts.
 - a. Day Shift: Employees are onsite for 8.5 hours and paid for 8 as a result of the unpaid lunch.
 - b. Night Shift: Employees are onsite for 8 hours and paid for 8 hours since the lunch break is paid on afternoon or midnight shifts.
 - i. The $\frac{1}{2}$ hour paid lunch is considered time worked.
2. Four (4) day ten (10) hour shift on either a Monday to Thursday or Tuesday to Friday rotation.
 - a. Day Shift: Employees are onsite for 10.5 hours and paid for 10 hours as a result of the unpaid lunch.
 - b. Night Shift: Employees are onsite for 10 hours and paid 10 hours since the lunch break is paid.
3. Four (4) day ten (10) hour shift on either a Monday to Thursday or Tuesday to Friday rotation with two paid thirty (30) minute breaks.
 - a. Day Shift & Night Shift: Employees are on site for 10 hours and are paid 10 hours since both breaks are paid.

Any hours worked outside of the schedules contemplated above are to be paid at the appropriate overtime rates.

SCAFFOLD INSPECTOR CLASSIFICATION

DESCRIPTION OF ISSUE

Is the Scaffold Inspector classification payable under the Ontario GPMA agreements?

GOVERNING LANGUAGE

Article 12.000 Wages

Item #2 Maintenance Wage & Benefit Schedule

APPLICATION

The Scaffolding Inspector premium is payable under the GPMA as it is considered to be a skills premium as outlined in Item #2.

- 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. Foreperson and supervisory premiums as provided for in the Local Agreement are to be applied as appropriate to the maintenance journeyperson base rate.

The GPMA and NMA Agreements have always picked up the job classifications appropriate premiums or deductions for all positions defined under each respective trade unions reference agreements.

The logo for the province of Saskatchewan. It features a large, stylized white letter 'S' on a light blue square. To the right of the 'S', the word 'ASKATCHEWAN' is written in a bold, white, sans-serif font. The background is a dark navy blue.

ASKATCHEWAN

SASKATCHEWAN (GPMA)

GPMA OVERTIME MEAL ALLOWANCE PROVISIONS

DESCRIPTION OF ISSUE

What is the acceptable practice under the Saskatchewan GPMA agreements when circumstances prevent the Employer from providing a hot meal for an overtime meal break?

GOVERNING LANGUAGE

- 14.505 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 twenty-five dollars (\$30.00) as a meal allowance
 - i. a payment of thirty (30) minutes at straight time rates in lieu of the meal break
 - i. a fifteen (15) minute rest break at the applicable rate of pay

Where a camp is provided, employees will not receive the twenty-five dollars (\$30.00) meal allowance where they are able to receive a camp meal at the end of their shift.

APPLICATION

Follow the above.

CALL-IN PROVISIONS

DESCRIPTION OF ISSUE

Under the Saskatchewan GPMA Collective Agreements, what is the proper application of the Call-in provisions?

GOVERNING LANGUAGE

- 20.301 When an employee is called in to work he shall be paid a minimum of three (3) hours pay at double (2) the basic hourly rate along with one (1) hour straight time. The one (1) hour will be paid for each separate call-in to the site.
- 20.302 Employees will receive a minimum of three (3) hours pay plus the one (1) hour straight time payment for all call Ins regardless of time or duration except that total call in pay within a given 8 hour period will not exceed normal overtime pay for that 8 hour period.
- 20.303 " "Call In" pay will be applicable to each call extended to an employee except that total call in pay within a given eight hour period shall not exceed normal overtime pay for that period.
- 20.304 Call Ins which immediately precede and become continuous with regular work day will be paid as follows:
Minimum of two and one half (2 1/2) hours at double the basic rate.
Overtime rate for any hours worked in excess of two and one half (2 1/2) hours up to starting time of employee's regular workday.
At normal starting time of employee's regular work day pay shall revert to appropriate pay for the day.

APPLICATION

From an application standpoint, the least amount of pay an individual will receive for a call-in is three (3) hours at the double-time rate (6 hours earned) plus the applicable separate premium. This premium is paid out for each call-in event.

Once the minimum threshold of six (6) hours earned has been reached affected individuals are compensated at the applicable overtime rate for all hours worked.

For example, an individual working a four (4) day ten (10) hour shift, running Monday to Thursday, is called-in to work for Friday. The call-in provisions would be applied as follows:

An individual who is called in and works for $\frac{1}{2}$ hour would be paid three (3) hours at double-time rate (6 earned hours), plus the applicable separate premium.

An individual who works 3 hours would be compensated for a minimum of three (3) hours at the double-time rate (6 earned hours), plus the applicable separate premium.

An individual who works 3.5 hours would be compensated for three (3) hours the double-time rate (6) hours earned, plus the applicable separate premium.

- i. Note that this individual has not reached the minimum threshold; 3.5 hours at the time and one-half rate is 5.25 earned hours.

Once the minimum threshold of six (6) hours earned has been reached affected individuals are compensated at the applicable overtime rate for all hours worked, plus the applicable separate premium.

An individual who works five (5) hours would be compensated for seven and one half (7.5) earned hours (five hours @ $1 \frac{1}{2}$ rate).

SUPPLEMENTARY UNDERSTANDING

Note, as per Article 20.304, that if this employee was advised prior to the completion of their shift on Thursday or after the completion of their Thursday shift but given eight (8) hours' notice to report to work early on Friday this would not be considered a call-in. In this case, any hours worked on Friday would be paid at the applicable overtime rate without regard to minimum pay.

STATUTORY HOLIDAY PAY

DESCRIPTION OF ISSUE

Is Statutory Holiday Pay on straight time hours only?

GOVERNING LANGUAGE

- 12.101 Employees on LongTerm Maintenance and Short-Term Maintenance work shall be paid according to the attached Wage and Benefit Schedule.
- 12.102 Employees on Long-Term Maintenance, Compressed Work Week shall be paid according to the attached Long-Term Maintenance, Compressed Work Week Schedule, for shift work only. Overtime worked shall be paid in accordance with the Schedule of Rates on Long-Term Maintenance.

WAGE& BENEFIT SCHEUDLE, ARTICLE 12.000, NORTHERN SASKATCHEWAN

- II) 100% of appropriate fringe benefits will be paid for the duration of the Agreement.

APPLICATION

Payment for Statutory Holiday Pay is derived from each trade's industrial agreement. It varies from trade to trade. Below are the current provisions:

TRADE	CALCULATION METHOD
LABOURERS	ST HOURS ONLY
ELECTRICIANS	GROSS HOURS PAID (ST & DT)
PAINTERS	ST HOURS ONLY
IRON WORKERS	GROSS HOURS PAID (ST & DT)
OPERATING ENGINEERS	ST HOURS ONLY
SHEET METAL	ST HOURS ONLY
ELECTRICIANS	GROSS HOURS PAID (ST & DT)
CARPENTERS	ST HOURS ONLY
MILLWRIGHTS	ST HOURS ONLY
INSULATORS	ST HOURS ONLY
PIPEFITTERS	ST HOURS ONLY

SASKATCHEWAN (NMA)

PROVISION OF TOOLS

DESCRIPTION OF ISSUE

Under the Saskatchewan NMA Collective Agreement, or all GPMA/NMA agreements for that matter, whose responsibility is it to provide tools to the tradespeople?

GOVERNING LANGUAGE

There is no reference in Saskatchewan NMA (or any GPMA/NMA) Collective Agreements regarding the provision of tools.

APPLICATION

It has been the longstanding industry practice that the tools identified and provided in each Trades respective reference (ICI) agreements will also be provided under the maintenance agreements when requested by the Employer.

For clarity, should the Contractor not supply the employee with tools, the tradesperson is responsible for reporting to the jobsite with those tools listed in their respective reference agreements.

In circumstances where a tradesperson must fly-in to the jobsite they are responsible for the cost of transporting those tools to the jobsite unless other provisions can be worked out with the Contractor. Should any trade have a tool transportation allowance within their respective reference (ICI) agreements this allowance shall be payable under either GPMA or NMA Collective Agreements.

The Company will provide the appropriate lock up and storage to ensure the protection of the workers tools from theft or damage.

DAILY TRAVEL PROVISIONS

DESCRIPTION OF ISSUE

Under the Saskatchewan NMA Collective Agreements, how is daily travel to be calculated and paid out?

Does the employees place of residence have any implications to their entitlements to the provision of daily travel payments?

GOVERNING LANGUAGE

14.100 a) Daily Travel:

On those projects that are located between thirty (30) radius kilometers to one hundred (100) radius kilometers from Regina and/or Saskatoon City Hall(s) or other hiring hall locations, the Company shall provide suitable transportation to and from the project and mutually agreed to pick up points.

Alternatively, the company shall pay to each employee a transportation cost at the maximum rate as established by the CRA per road kilometer for each day worked or reported for work, from the edge of the thirty (30) radius kilometer free zone to the project and return.

The transportation cost will be reviewed by the National Maintenance Council should there be general increases or reductions in the reference agreements.

APPLICATION

Firstly, should the Company provide transportation to and from the jobsite for affected employees daily travel is not payable. If transportation is not provided, then daily travel is payable and is calculated as depicted by the graphic below.

Daily travel is paid out at the maximum CRA rate established per kilometer from the edge of the thirty (30) kilometer free zone to the jobsite and return.

An individual's place of residence has no bearing on the calculation.

