

National Maintenance Council for Canada

2019 Alberta National Maintenance Agreement Renewal

TERMS OF SETTLEMENT

Following discussions with affected Local Unions and Signatory Employers, the National Maintenance Council for Canada has finalized the renewal of:

- 1.) Alberta Province Wide National Maintenance Agreement (2020 – 2022)

Below are the changes to the agreements. All other provisions of the agreement remain “as is.”

1. GENDER NEUTRAL LANGUAGE:

Amend Language:

The National Maintenance Council for Canada agrees to review and revise current language within the Alberta NMA collective agreement to be gender neutral.

2. COVENANTS – RULES OF ENGAGEMENT – ADD NEW LANGUAGE:
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Add New Language:

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

3. ARTICLE 6.103 - GRIEVANCE PROCEDURE - AMENDED AS FOLLOWS:
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Existing Language:

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

Amended Language:

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

4. ARTICLE 8.200 - STEWARDS – ADD NEW LANGUAGE:

Existing Language:

8.200 The Job Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. At lay-off the Job Steward will be one of the last three (3) employees on the job, provided he is qualified to do the work at hand.

Amended Language:

8.200 The Job Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. At lay-off the Job Steward will be one of the last five (5) employees on the job, provided they are qualified to do the work at hand.

5. ARTICLE 9.104 WAGES – ENABLEMENT PROVISIONS – ADD NEW LANGUAGE:
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Add New Language:

9.104 Any enablement provisions made by the local unions to the wage rates or benefits packages and provided to any employer will be extended to NMA employers when bidding the same or similar work packages. In these circumstances' maintenance will be at the enabled conditions.

6. ARTICLE 9.105 WAGES – NOTICE OF INCREASE – ADD NEW LANGUAGE:

Add New Language:

9.105 Upon renewal of a local reference agreement the employer will have thirty (30) days from receipt of notification to implement any initial monetary changes. Payment of any initial increase will be paid retroactively to the implementation date.

7. ARTICLE 9.600 WAGES – PENALTY PAY (ERRORS LESS THAN 10 HOURS) - AMENDED AS FOLLOWS:

Existing Language:

9.600 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 an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays and Statutory Holidays after notification of the shortage is received in writing and acknowledged by the Company.

Should this payment not be made within the allotted ten (10) days, the Company will pay the penalty amount noted in article 9.400 above from the date the issue was raised by the employee and received in writing and acknowledged by the Company.

Amended Language:

9.600(i) 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 an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays and Statutory Holidays after notification of the shortage is received in writing and acknowledged by the Company.

Should this payment not be made within the allotted ten (10) days, the Company will pay the penalty amount noted in article 9.400 above from the date the issue was raised by the employee and received in writing and acknowledged by the Company.

9.600(ii) 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 on day 15 from the submission of the query.

8. ARTICLE 12.100 - STATUTORY HOLIDAYS - AMENDED AS FOLLOWS:

Existing Language:

12.100 All time worked on the following holidays shall be paid at the rate of double time.

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas and Boxing Day.

Amended Language:

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

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|-------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Family Day | 8. Thanksgiving Day |
| 3. Good Friday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. Civic Holiday | |

9. ARTICLE 16.100 - MISSED BREAKS – ADD NEW LANGUAGE:

Add New Language:

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

In the event an employee is not able to observe their break they shall be compensated in the following manner:

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

The noon lunch period (paid break) will be one half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies. The above penalty clauses outlined in 16.100(i) a.) and b.) will apply in instances when the staggered lunch hour (paid break) is moved greater than one (1) hour either way to accommodate production schedules and emergencies as identified in 16.100.

10. ARTICLE 16.200 - SHIFT PREMIUM - AMENDED AS FOLLOWS:

Existing Language:

16.200 Employees working an afternoon shift defined as a shift starting after 9:00 a.m. and before 9:00 p.m. shall receive a shift premium of three dollars (\$3.00) per hour for all hours worked. This amount will be increased after April 31, 2011 should there be increases in the reference agreements.

Employees working a midnight shift defined as a shift starting between 9:00 p.m. and 2:00 a.m. shall receive a shift premium of three dollars (\$3.00) per hour for all hours worked. This amount will be increased after April 31, 2011 should there be increases in the reference agreements.

Amended Language:

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

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

11. ARTICLE 16.300 - GENERAL OVERTIME CONDITIONS:

All applicable Articles within the Collective Agreement will be amended accordingly:

Maintenance on a 4/10 work week Monday to Thursday paid at \$0.75 cents under the construction rate for work outside of the Wood Buffalo Region. (100% of the construction rate to be paid for work in Wood Buffalo Region.)

- Monday – Ten hours at ST
- Tuesday – Ten hours at ST
- Wednesday – Ten hours at ST
- Thursday – Ten hours at ST
- Friday – Ten hours at 1.5x
- Saturday – Ten hours at 1.5x
- Sunday – All hours at DT
- Stat Holiday – All hours at DT

Monday through Saturday DT will only be paid after working 12 hours.

Maintenance on a 4/10 work week Tuesday to Friday at \$0.75 cents under the construction rate for work outside of the Wood Buffalo Region. (100% of the construction rate to be paid for work in Wood Buffalo Region.)

Tuesday – Ten hours at ST
Wednesday – Ten hours at ST
Thursday – Ten hours at ST
Friday – Ten hours at ST
Saturday – Ten hours at 1.5x
Sunday – All hours at DT
Monday – Ten hours at 1.5x
Stat Holiday – All hours at DT

Monday through Saturday DT will only be paid after working 12 hours

12. ARTICLE 16.303 – 40 STRAIGHT TIME HOURS & OVERTIME ACCRUAL - ADD NEW LANGUAGE:

New Language:

16.303 Before accruing overtime during a work week, an employee must work all available scheduled straight-time hours and must not have any unexcused absences.

In the event that an employee has missed available straight-time hours due to an unexcused absence, they must work an equivalent number of straight time hours prior to being eligible for overtime.

An employee who has not completed all the available straight time hours will not be obligated to work the overtime days at the straight time rate.

13. ARTICLE 16.304 - OUTAGES 10 DAYS OR LESS – ADD NEW LANGUAGE:

New Language:

16.304 For new employees hired for a short-term outage(s) of ten (10) days or less all overtime will be paid at time and one half (1.5x) to a maximum of twelve (12) hours per day. The Employer agrees to adjust the overtime payments to the applicable rates should the outage exceed the ten (10) day period.

Should a statutory holiday fall within the ten (10) days it will be paid at the double-time (2x) rate.

14. ARTICLE 16.601 – JUMP TIME FOR PREP WORK – AMENDED AS FOLLOWS:

Existing Language:

- 16.601 When foremen are required to:
- 1) Start up to one (1) hour earlier, or
 - 2) Finish up to one (1) hour later, or
 - 3) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreman's crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreman shall not be entitled to a meal or meal break as per Clause 16.600 unless those provisions are applicable to the rest of the crew.

Amended Language:

- 16.601 When foremen are required to:
- 4) Start up to one (1) hour earlier, or
 - 5) Finish up to one (1) hour later, or
 - 6) Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreman's crews, for the purposes of organizing work, obtaining permits or facilitating a transition to another shift, the foreman shall not be entitled to a meal or meal break as per Clause 16.600 unless those provisions are applicable to the rest of the crew.

This shall also apply to those Employees who are required to arrive at work earlier than their crew on a continual basis to execute work of a preparatory nature for the impending shift. This article will not be applicable to "one-off" work assignments.

15. ARTICLE 16.602 - OVERTIME MEAL ALLOWANCE – AMEND AS FOLLOWS:

Existing Language:

16.602 It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the employees:

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

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

Amended Language:

16.602 Overtime Meal Allowance on Unscheduled Overtime:

It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Company shall provide the employees:

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

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

16.603 Overtime Meal Allowance on Scheduled Overtime:

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 (\$25.00) as a meal allowance.
- (ii) a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- (iii) a fifteen (15) minute rest break at the applicable rate of pay.

Where a camp is provided, employees will not receive the twenty-five dollars (\$25.00) meal allowance where they are able to receive a camp meal at the end of their shift.

16.604 Overtime Meal Allowance for those on Subsistence:

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.

16. ARTICLE 17.400 - SAFETY – CANADIAN SAFETY ACHIEVEMENT AWARDS (CS2A) - ADD NEW LANGUAGE:

Add New Language:

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

17. ARTICLE 19.100 - HIRING & TRANSFER OF WORKERS - AMENDED AS FOLLOWS:

Existing Language:

19.100 The Company agrees to hire and or transfer workers where work is being performed or is to be performed in accordance with the procedures established in the Local Area Labour Agreement by each Council affiliate or as amended in the attached trade appendix. In reference to the 48 hour rule, Article 3.300 applies.

Amended Language:

19.100 The Company agrees to hire workers where work is being performed or is to be performed in accordance with the procedures established in the Local Area Labour Agreement by each Council affiliate or as amended in the attached trade appendix. In reference to the 48-hour rule, Article 3.300 applies.

18. ARTICLE 19.101 ONLINE ORIENTATIONS – ADD NEW LANGUAGE:

New Language:

19.101 If an employer requires an employee to complete online orientation and on-boarding, where applicable, the Employer shall estimate a reasonable amount of time to complete the online orientation and on-boarding where applicable. The Employer shall pay an allowance for completing the course(s) equal to that time estimate, to a maximum of four (4) hours, multiplied by the employee's total package hourly rate.

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

19. ARTICLE 19.200 HIRING & TRANSFER OF WORKERS- AMENDED AS FOLLOWS:

Existing Language:

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

Amended Language:

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

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

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

20. ARTICLE 19.301 HIRING AND TRANSFER OF WORKERS – LOCAL RESIDENT - AMENDED AS FOLLOWS:

Existing Language:

19.301 A local resident is a person who has resided within one hundred (100) radius kilometers of the project for at least six (6) months immediately preceding the date of hire.

Amended Language:

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

21. ARTICLE 19.304 LAYOFF OF LOCAL UNION MEMBER – ADD NEW LANGUAGE:

New Language:

19.304 Local union members will retain employment priority should they possess the appropriate qualifications to remain on the job. An Employer choosing to layoff a local member and keep a travel card or permit member will notify and provide the affected local union with an appropriate written explanation.

22. ARTICLE 24.100 - DURATION OF AGREEMENT - AMENDED AS FOLLOWS:

Existing Language:

24.100 This Agreement shall become effective January 1, 2017 and will remain in full force and effect until December 31, 2019 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

Amended Language:

24.100 This Agreement shall become effective January 1, 2020 and will remain in full force and effect until December 31, 2022 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

23. APPENDIX B - GENERAL UNDERSTANDINGS ARISING FROM 2019 RENEWAL DISCUSSIONS:

Add New Item:

The Union and Employers agree to the creation of a Workready Workforce Committee. The terms of the committee will be drafted and structured as to set the training and certification requirements by each craft union prior to hire by employer.

24. APPENDIX B - GENERAL UNDERSTANDINGS ARISING FROM 2019 RENEWAL DISCUSSIONS:

Add New Item:

The parties agree to establish a working committee to explore the consolidation and amalgamation of the GPMA and NMA collective agreements.

25. APPENDIX B - GENERAL UNDERSTANDINGS ARISING FROM 2019 RENEWAL DISCUSSIONS:

Add New Item:

The National Maintenance Council for Canada commits to review and implement the Canadian Model version 6.0 by March 31st, 2020.

26. WAGE & BENEFIT SCHEDULE – ADD NEW LANGUAGE:

Add New Language:

The contributions required for the various funds contained within the wage schedule portion of the Collective Agreement will be made on hours worked for all trades with the following exceptions:

- i. Health & Welfare payments for those who currently have contributions paid on hours earned or as established will continue.
- ii. Vacation pay and Statutory Holiday pay will be paid on hours earned.

The above items will become effective on January 1, 2020 and will expire on December 31, 2022. Upon expiration these items will become null and void and removed in their entirety from the Collective Agreement and return to 100% of appropriate benefits.

Regards,



Brett McKenzie