

MUTUALLY AGREED TO AMENDMENTS

Alberta National Maintenance Agreement

Following discussions between Signatory Employers and the National Maintenance Council for Canada, and in accordance with Article 24.200, Parties have mutually agreed to amendments affecting the following Collective Agreement:

- 1.) Alberta National Maintenance Agreement

Below are the mutually agreed to amendments. All other provisions of the agreement remain “as is.”

1. Altered Break Conditions Letter of Understanding

Parties to the Collective Agreement have jointly agreed to support the expiration of the “Altered Break Conditions Letter of Understanding.” This document will expire and become null and void effective December 31, 2021.

Upon expiration of this document the two (2) half hour breaks on a ten (10) hour shift and the three (3) half hour breaks, per the Twelve (12) Hour Shift Alteration - Appendix ‘K’, are all to be paid at applicable rates.

Please note that with expiration of this document the easement included for staggered start and quit times will also become null and void.

2. Client Orientation

Existing 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 does not apply to, nor shall there be any pay required for owner or site access required online orientations.~~

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Amended Language:

19.103 **Employer Online Orientation & Onboarding**

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

19.104 **Client Online Orientation & Onboarding**

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

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

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

3. Bereavement

Parties have mutually agreed to incorporate the "Bereavement Protocol", as currently established under the Alberta GPMA Collective Agreements, into the Alberta NMA with the following amendments:

Existing Language:

2.01 Bereavement Pay Benefits in an amount equivalent to the subsistence rate in effect at the work location on the date that the death occurred shall be paid to an employee for up to three (3) days of lost work incurred as a result of the employee's attendance at a funeral or memorial service upon the death of an employee's Spouse, Child, Parent, Parent-in-Law, Grandparent or Sibling.

For communities or work locations that do not have a specified subsistence rate the "Alberta wide" rate established by the CLRA shall apply.

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Amended Language:

2.01 Bereavement Pay Benefits shall be eight (8) hours multiplied by the employees' base wage rate for up to three (3) days of lost work incurred as a result of the employee's attendance at a funeral or memorial service upon the death of an employee's Spouse, Child, Parent, Parent-in-Law, Grandparent or Sibling.

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

4. Alloy Welder Premium

Add New Language:

9.106 Alloy Welders, qualified to perform the work, will be paid a premium of two dollars and fifty cents (\$2.50) per hour.

This premium shall not pyramid on an overtime hour; however, it will attract applicable Vacation and Statutory Holiday Pay.

5. Canadian Model Version 6.0

Existing Language:

Appendix 'H':

CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE

The Parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.5.0 dated October 8, 2014, and all specific exemptions as identified in the individual trade reference agreements. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Alberta.

Amended Language:

Appendix 'H':

CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE

The Parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.6.0 dated July 1, 2018, and all specific exemptions as identified in the individual trade reference agreements. Further amendments to this policy will be agreed to by the Parties once established by the Affiliates of the Building Trades of Alberta.

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6. Hiring & Transfer of Workers

Existing 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.

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 Union reference agreements by each Council affiliate except for Articles 19.101 and 19.102 below.
In reference to the 48-hour rule, Article 3.300 applies.

7. Name Hire Provisions

Add New Language:

- 19.101 The following name hire provisions shall be applicable to **Local Union Members only**:
- The Employer may name hire up to fifty (50%) percent of the craft personnel required from each Trade, excluding those in supervisory positions. The Business Manager of the Local Union may permit a higher name hire percentage at their discretion.
- The Employer may use the name hire provisions contained in each Trades Local Union reference agreement when placing manpower requests for supervision.
- A Local Union member who is recalled, per Article 19.102, shall be included and count towards the established name hire percentage.
- The Employer shall not be permitted to bank calls or include unused name hire percentages when hiring at a later date.
- Layoffs shall be conducted to maintain the 50/50 ratio, provided the remaining members are qualified to perform the work.

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8. Recall Provisions

Add New Language:

19.102 The following recall provisions shall be applicable to **Local Union Members only**:

The Employer may recall any member who has worked for the Company under the Collective Agreement within the last six (6) months. An Employer may use a greater timespan for those Trades who have such language in their Local Union reference agreement.

A Local Union member who is recalled shall be included and count towards the established name hire percentage per Article 19.101.

9. Overtime Meal Allowance

Existing 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

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:

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- (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.

Amended Language:

16.602 Overtime Meal Allowance:

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

A. Scheduled Overtime:

- I. a payment of thirty (30) minutes at straight time rates in lieu of the meal break: and
- II. a fifteen (15) minute rest break at the applicable rate of pay.

B. Unscheduled Overtime:

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

16.603 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.

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10. Third Party Aftercare Provider

Item of Understanding:

The Parties to the Collective Agreement have committed to explore and support the implementation of a new Third-Party Aftercare provider for those employees working under the Alberta GPMA and NMA Maintenance Collective Agreements.

11. Alberta Enablement Application Process

Item of Understanding:

The Parties to the Collective Agreement agree to establish and implement a standardized application process for Employers to submit easement or enablement requests to the office of the NMC when bidding new work.

12. Work Ready Workforce & Key Performance Indicator Committee

Item of Understanding:

The Parties to the Collective Agreement agree to establish a working sub-committee to review the current Work Ready Workforce chart, add or remove courses and determine a path forward for the program.

The Parties to the Collective Agreement agree to establish a working sub-committee to review the current Key Performance Indicators (KPI) used within the maintenance industry and determine a path forward for their utilization.

The following individuals have been identified to sit on the Work Ready Workforce and Key Performance Indicator (KPI) sub-committee:

Employer: Don Austin (Worley, Co-Chair), Corery Smart (TAMS), TBD

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

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13. Rope Access Committee

Item of Understanding:

The Parties to the Collective Agreement agree to establish a working sub-committee to analyze all components of Rope Access including establishing a universal premium, compensation for training or recertification and any other issues.

The following individuals have been identified to sit on this Rope Access sub-committee:

Employer: Steve Jardine (Norcan, Co-Chair), Conor Margeson (Rope Access Calgary), Ken Sandmoen (AlumaSafway).

Union: Wade Logan (Insulators International, Co-Chair), Colin Daniels (Iron Workers International), Stefan Favron (Pipefitters International).

14. Language Review Sub-Committee

Item of Understanding:

The Parties to the Collective Agreement agree to establish a working sub-committee to review the amendments contained within this document to ensure accuracy. This sub-committee will also review the language related to each amendment and make recommendations for any changes that may be required.

The following individuals have been identified to sit on this Language Review sub-committee:

Employer: Don Austin (Worley, Co-Chair), TBD.

Union: Bill Begemann (Electricians International, Co-Chair), Robert Dornan (Carpenters International).

15. Implementation and Duration

The mutually agreed to amendments will become effective as of January 1, 2022, and will remain in effect until December 31, 2022.