



General Presidents' Maintenance Committee for Canada
LEADERS IN UNIONIZED MAINTENANCE

General Presidents' Maintenance Committee for Canada

General Presidents' Maintenance Agreement Renewal 2019

TERMS OF SETTLEMENT

Following discussions with affected Local Unions and employers, the General Presidents' Maintenance Committee for Canada has finalized the renewal of the General Presidents' Maintenance Agreement at the following project site:

1. Irving Oil Limited – Refining Division, Saint John, New Brunswick (including the Refinery Complex, Cana Port LNG Facility and East Saint John Facilities)

Below are the changes to the agreement. All other provisions of the agreement remain "as is."

1. ADD NEW LANGUAGE TO THE COVENANTS OF THE COLLECTIVE AGREEMENT
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Add New Covenant:

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

2. GENDER NEUTRAL LANGUAGE

The General Presidents' Maintenance Committee for Canada agrees to review and revise current language within the New Brunswick GPMA collective agreement to be gender neutral.

3. ARTICLE 7.000 GRIEVANCES

Existing Language:

7.103	Step 3	Between the International Union Representative and the Labour Relations Manager or the highest official of the Company.
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Amend Language:

7.103	Step 3	Between the International Union Representative and the Labour Relations Manager or the highest official of the Company. <u>Carriage and control of any grievance at Step 3 and beyond rests solely with the International Union Representative.</u>
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4. ARTICLE 10.000 STEWARDS

Existing Language

10.200 Steward designations must be confirmed in writing to each job superintendent in order to allow recognition of Steward's privileges.

Amended Language

10.200 Steward designations must be confirmed in writing to each Site Manager in order to allow recognition of Steward's privileges.

5. ARTICLE 11.000 REFERRAL OF TRADESMEN—**AMEND TO READ REFERRAL OF CRAFT PERSONNEL**

Existing Language:

11.205 The Company will be allowed to name hire foremen and general foremen. (It is understood that this process will follow the process established in the Energy Hub Agreement.)

- (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.

Amend Existing Language:

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

- (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.

6. ARTICLE 11.000 REFERRAL OF CRAFT PERSONNEL

Add New Article:

11.900 Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their Employees in the following sequence:

- i. The permit-members and retirees.
 - ii. The travel card members from other local unions outside of the province.
 - iii. Travel card members within the province.
 - iv. The member of the local union whose jurisdiction the work is being performed.
- Except that:



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- i. The existing ratio of apprentices shall not be reduced until the work force reaches five (5) employees;
- ii. Consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

7. ARTICLE 12.000 WAGES

Add New Language:

- 12.501(i) 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.

8. ARTICLE 12.000 WAGES

Delete Language:

- 12.503 Should there be more than a three-month delay in the renewal of the Local Agreement from the date of expiry, the Irving Energy Hub Agreement rate will apply after the three month period on an interim basis for the affected trade. Once the Local Agreement rate is established, Article 12.501 or Article 12.502 will apply.

9. ARTICLE 12.000 WAGES

Existing Language:

- 12.605 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 12.603 and Article 12.604 above will apply.

Amend Existing Language:

- 12.605 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 12.603 and Article 12.604 above will apply.

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.



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10. ARTICLE 12.000 WAGES

[Add New Language:](#)

Pay stubs may be delivered electronically via E-post.

At the employer's option, electronic pay records may be provided in lieu of printed records. Upon request from an employee that does not have the capability to access electronic records printed pay records shall be issued.

11. ARTICLE 12.000 ROPE ACCESS WORK

[Add New Language:](#)

Employees trained to level 1 Standards and qualified to perform work using Rope Access will receive \$6.00 above the rate while performing Rope Access work. This increase in wages will only apply while performing rope access work (includes preparation time).

12. ARTICLE 13.000 DAY WORK CONDITIONS

[Add New Article:](#)

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

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

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

The noon lunch period (paid break) will be one half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies. The above penalty clauses outlined in 16.100 a.) and b.) above 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.

13.100(iii) It is understood that in order to be compensated for either paid break an employee must remain at the worksite at least two (2) hours past the end of the paid break unless the employee has provided notification to the employer at the beginning of the shift that they will leaving early.



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13. ARTICLE 13.000 DAY WORK CONDITIONS

Existing Language:

13.502 When foremen are required to arrive at work up to one (1) hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per article 13.501, unless those provisions are applicable for the rest of the crew.

New Language:

13.502 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.

14. ARTICLE 13.000 DAY WORK CONDITIONS

Add New Language:

13.505 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 (\$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

15. ARTICLE 14.000 SHORT SHIFT CONDITIONS

Existing Language:

14.202 Employees working an afternoon shift, defined as shift starting after 8:00 a.m. and before 9:00 p.m. shall receive a shift premium of 12 percent (12%) of the hourly base



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rate to a maximum shift premium of \$3.00 per hour, 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 18.000 of the Agreement, and the earned day off when working the four (4) ten (10) hour shift option.

Amend Existing Language:

14.202 14.202 Employees working night shift, defined as shift starting after 5:00 p.m. shall receive a shift premium of \$3.50 per hour for all hours worked.

16. ARTICLE 14.000 SHORT SHIFT CONDITIONS—FOREPERSON JUMP TIME AND MEAL TRIGGERS

Existing Language:

14.402 When foremen are required to arrive at work up to one (1) hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break as per article 14.401, unless those provisions are applicable for the rest of the crew.

New Language:

14.402 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.

17. ARTICLE 14.000 SHORT SHIFT CONDITIONS—OVERTIME MEALS

Add New Language:

14.405 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



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18. ARTICLE 15.000 LONG SHIFT CONDITIONS
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The Parties agree to remove the entire Article from the Collective Agreement.

19. ARTICLE 16.000 STARTING AND QUITTING TIME CONDITIONS
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Add New Article:

16.300 Employees shall be at their posts prepared to start work at the regular starting time.

Reporting late for work at the beginning of shift and leaving early at the end of shift shall result in the deduction of wages. The gate scans shall be recognized as the official Company time for Employees entering and exiting the facility. Reporting late for work shall also include early scanning out before a scheduled break and late scanning back onto site after a scheduled break.

The Company shall deduct, from the Employee in fifteen (15) minute increments, for any late / early scans throughout the scheduled work hours.

This process does not exclude the progressive discipline policy and Employees who continue to contravene the work hours / break schedule will be subject to the policy comprising a formal warning / suspension / termination process.

20. ARTICLE 18.100 – HOLIDAYS

Add New Language:

18.100 Any statutory holiday pay legacy funding (i.e. Paid Labour Day, etc.) covered by local union reference agreements are not applicable under this agreement.

21. ARTICLE 20.000 MINIMUM PAY AND REPORTING TIMES
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Existing Language:

20.106 When an employee reports to work and cannot work because of inclement weather he shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period unless otherwise instructed by the Company Supervisor.

Amended Language:

20.106 When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period unless otherwise instructed by the Company Supervisor.



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Should an employee remain on-site past the two (2) hour minimum they shall be compensated for hours worked or actual waiting time.

22. ARTICLE 21.100 TRAVEL AND ACCOMMODATION ALLOWANCE

Amend Language:

LOA will be paid on a pro-rated basis at \$13.00 dollars an hour up to a maximum of \$130.00 per day. Paid to a maximum of ten hours per day.

An employee will receive their entire LOA payment should work not be available or Inclement weather.

23. ARTICLE 25.000 FIRST AID, SAFETY AND PROTECTIVE CLOTHING
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Add New Article:

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

24. ARTICLE 31.100 –AMEND DURATION AND TERMINATION OF AGREEMENT

31.100 This agreement shall become effective July 1, 2019 and will remain in full force and effect until June 30, 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.

25. POLICY UNDERSTANDINGS

Existing Language:

The General Presidents' Maintenance Committee endorses the "Canadian Model for Providing a Safe Workplace" as established on May 10, 2005, as the standard for such programs in the maintenance industry. The Committee reserves the right to review subsequent updates to the Canadian Model.

Amended Language

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

ALCOHOL AND DRUG GUIDELINES AND WORK RULE

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



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

"CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE"

The Parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.5.0 dated October 8, 2014. The Committee reserves the right to review subsequent updates to the Canadian Model.

26. POLICY UNDERSTANDINGS

Delete Language:

- 1) The company is to reaffirm its policy of allowing Stewards adequate time to perform their duties and equalize overtime.

27. POLICY UNDERSTANDINGS

Delete Language:

During the renewal discussions the General Presidents' Maintenance Committee reiterated its policy that employees are to be provided meals rather than make payments in lieu. However, it recognized that in certain circumstances meals cannot be provided and alternate arrangements must be made at the site. The General Presidents' Maintenance Committee will review these site policies to ensure that they are reasonable and fair. The contractors are to forward these policies to the General Presidents' Maintenance Committee offices.

28. POLICY UNDERSTANDINGS

Delete Language:

During the renewal During the renewal discussions the General Presidents' Maintenance Committee agreed that it is prepared to work with Local Unions and Jacobs Industrial Services Ltd., to establish a turnaround protocol which will deal with the order of lay-off issue as presented by Jacobs Industrial Services Ltd., during the renewal discussions. This process will be completed prior to the commencement of the 2009 major plant turnaround and a process will be in place for use during the turnaround.



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29. POLICY UNDERSTANDINGS

Delete Language:

The company is in the process of developing a protocol to cover the PCMG process and conditions. Once completed the GPMC will review and endorse as appropriate.

30. POLICY UNDERSTANDINGS

Delete Language:

The Parties agree to review the Long and Short-Term Rate and Benefit Formula in the event of the alteration or cancellation of the Short-term Maintenance Rate established by Irving for the Maintenance Excellence Program Initiative.

31. BEREAVEMENT PROTOCOL

Existing Language:

1.04 "Employee" means an employee of the Company who at the time of the funeral or memorial service has been in the continuous employ of the employer for a period of thirty-six months (36) or longer and who is in good standing with his or her Union, as defined by the Constitution of the applicable affiliated Building Trades Union and working under the General Presidents' Maintenance Agreement.

Amend Existing Language:

1.04 "Employee" means an employee of the Company who at the time of the funeral or memorial service has been in the continuous employ of the employer for a period of twenty-four (24) or longer and who is in good standing with his or her Union, as defined by the Constitution of the applicable affiliated Building Trades Union and working under the General Presidents' Maintenance Agreement.

Parties agreed to add Brother in Law and Sister in Law.

32. WAGE AND BENEFIT SCHEDULE

Existing Language:

III) 100% of appropriate fringe benefits will be paid for the duration of the Agreement including vacation pay percentages and statutory holiday percentages and payments pursuant to the local reference collective agreement.



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Amend Existing Language:

- III) 100% of appropriate fringe benefits will be paid for the duration of the Agreement including vacation pay percentages and statutory holiday percentages and payments pursuant to the local reference collective agreement. Any statutory holiday pay legacy funding (i.e.. Paid Labour Day, etc.) covered by local union reference agreements are not applicable under this agreement.

33. WAGE AND BENEFIT SCHEDULE

Delete Language:

- iv) The Long and Short-Term Maintenance Rate and Benefit Formula above will be continued on the understanding that the Long and Short-Term Maintenance Rate and Benefit Formula will be reviewed by the Parties in the event of the alteration or cancellation of the Short-Term Maintenance Wage Rate established by Irving Oil for the Maintenance Excellence Program Initiative

34. WAGE AND BENEFIT SCHEDULE

Delete Language:

- 6) Overtime formula calculation for short-term maintenance is in accordance with the appropriate local reference collective agreement.

35. GENERAL OVERTIME CONDITIONS

Overtime Conditions:

All applicable Articles in the Collective Agreement will be amended accordingly.

Long Term Maintenance on a 4/10 work week Monday to Thursday at 90% the construction rate capped at \$2.50 per hour.

Monday – Ten hours at ST

Tuesday – Ten hours at ST

Wednesday - Ten hours at ST

Thursday – Ten hours at ST

Friday – Ten hours at OT

Saturday – Ten hours at OT



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Sunday – Ten hours at OT

Stat Holiday – All hours worked at DT

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

Long Term Maintenance on a 4/10 work week Tuesday to Friday at 90% the construction rate capped at \$2.50 per hour.

Tuesday – Ten hours at ST

Wednesday – Ten hours at ST

Thursday – Ten hours at ST

Friday – Ten hours at ST

Saturday – Ten hours at OT

Sunday – Ten hours at OT

Monday – Ten hours at OT

Stat Holidays – All hours worked at DT

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

Short Term Maintenance on a 4/10 work week Monday to Thursday at 100% the construction rate.

Monday – Ten hours at ST

Tuesday – Ten hours at ST

Wednesday – Ten hours at ST

Thursday – Ten hours at ST

Friday – Ten hours at OT

Saturday – Ten hours at OT

Sunday – All hours at DT

Stat Holiday – All hours at DT



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

Short term rates will only be paid on Projects or Minor Outages that are 30 days or less. Once 30 days have been reached, Long Term Maintenance rates will be paid.

Short Term Rates for Turnarounds will only be paid when the blinds are installed. When blinds are removed, all employees return to Long Term maintenance rates.

Day to day maintenance employees that are not working directly on turnaround work will remain at the Long Term Maintenance rates.

36. ITEMS OF UNDERSTANDING

- 1.) The Parties agree that the contractor will be responsible for payment for failed weld tests.

Regards,

Brett McKenzie



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