



General Presidents' Maintenance Committee for Canada  
LEADERS IN UNIONIZED MAINTENANCE

April 28, 2020

Dear Brothers and Sisters:

I hope this communication finds you and your family safe and healthy during these unprecedented times. I want to begin by saying thank you to all those who continue to execute maintenance work under the GPMA and NMA Agreements in Alberta. It is through your sacrifice and dedication to our industry and your craft that many of the industrial facilities across the province have been able to continue to operate. Your contributions have not gone unnoticed. I can only imagine the mental toll working in the current environment must place on our members; it must be difficult having to ply your skills and maintain the proper social distancing required in order to ensure your safety and that of your co-workers. For those out of work it must also be difficult; when will I return to work, how am I going to provide for my family are some of the many questions which you must be asking yourself on a daily basis. We are all struggling together as we work our way through the new environment we live in and I hope that we begin to see some light at the end of the tunnel shortly.

This year was supposed to be a year of prosperity for the maintenance workers in Alberta; a year in which there were a number of spring maintenance activities planned throughout the province. The conversations I envisioned having were discussions with your local union leaders trying to determine how we were going to fill the manpower requests for the work in front of us. Today, we should be in the middle of several significant maintenance events; but we're not. We are in the middle of a pandemic, we are in the middle of massive layoffs, we are in the middle of uncharted times. Most Clients have deferred their spring turnarounds, cancelled capital expenditures (which ultimately has an impact on us) and they have throttled back to having only essential services working within their facilities. Clients are trying how to figure out how work can be safely executed on their sites while not putting our members at risk.

We are in the midst of a worldwide pandemic and to make matters worse we have also been hit by record lows for the price of oil. As you know, most of our maintenance work within the province is tied to the petrochemical industry and the all-time low oil prices have had a profound effect on many of our Clients. It should come as no surprise to anyone that several Clients have reached out to our contracting partners and have asked for some help. They have asked our contractors to talk with the union leadership to look for cost savings; and work with them through these difficult times.

From a union perspective we have two choices: 1) We can stay the course and do absolutely nothing and hope that we do not lose any market share, or 2) We can be responsive to our industry's current state, exercise leadership and show that we are an important part of the industry and will be partners in finding a solution. As always, the Committee will fight for the interests of our members, but our expectations need to reflect the reality that surrounds us, and we must continue to



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protect our market position. Together we have worked hard over the years and many of you have made sacrifices in order to maintain what we have. The Committee is not willing to give that away by merely doing nothing.

Your respective Committee member(s) (excluding the Boilermakers International) have examined, discussed and debated several options over the last number of weeks and have reached a consensus on what we believe is necessary to protect our position in the industry while minimizing the impact on our members. We have made temporary adjustments to our collective agreements which have been captured in Letters of Understanding which may be viewed at the end of this communication and are also posted on our website at [www.gpmccanada.com](http://www.gpmccanada.com).

Please feel free to reach out to your International Representative on our Committee or to my office should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brett McKenzie'. The signature is stylized and somewhat cursive.

Brett McKenzie  
Executive Director  
General Presidents' Maintenance Committee for Canada



## **RE: ALTERED BREAK CONDITIONS LETTER OF UNDERSTANDING**

Dear Participants:

Please be advised that the members of the General Presidents' Maintenance Committee for Canada have agreed to the following interim changes to the Alberta NMA effective from May 3, 2020 to December 31, 2020.

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### ARTICLE 13.000 DAY WORK CONDITIONS

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#### **Existing Language**

13.100 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, 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.

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.

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 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 (1½ x) shall be paid for the missed break.

This option shall not be applicable to compressed work weeks for which workdays 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.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 20.000.

## Amended Language

13.100 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, 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.

The noon unpaid lunch period will be one half ( $\frac{1}{2}$ ) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies.

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, approximately equally spaced in the ten (10) hour shift. One of the  $\frac{1}{2}$  hour breaks will be paid at the applicable rate and the second half hour ( $\frac{1}{2}$ ) break will be unpaid. 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 ( $1\frac{1}{2}$ ) shall be paid for the missed break.

This option shall not be applicable to compressed work weeks for which workdays 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.

The Company does not guarantee to provide work to any employee for regularly assigned hours, except as provided in 20.000.

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## APPENDIX L

## 12 HOUR SHIFT ALTERATION

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### Existing Language

Upon written notification to the affected local unions and the General Presidents' Maintenance Committee for Canada, Employers may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities within the province of Alberta.

1. The shift will be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift.
2. There are to be three (3) half hour paid breaks.



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3. Employees will be on site a total of twelve (12) hours and paid for twelve (12) hours for all work days including overtime days.
4. The shift schedule will be paid as follows: Monday to Thursday or Tuesday to Friday: 10 hours @ straight time, 2 hours @ time and one-half (1.5x).
5. Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the General Presidents' Maintenance Agreement (GPMA).
6. Employees will receive an overtime meal or provided compensation in lieu at the amount of forty dollars (\$40.00). (Where 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).
7. All employees on this shift must observe three (3) half hour breaks.

## **Amended Language**

Upon written notification to the affected local unions and the General Presidents' Maintenance Committee for Canada, Employers may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities within the province of Alberta.

1. The shift will be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift.
2. There are to be three (3) half hour paid breaks. The first ½ hour break and the third ½ hour break will be paid breaks and the second ½ hour break will be an unpaid break.
3. Employees will be on site a total of twelve- and one-half hours (12.5) and paid for twelve (12) hours for all work days including overtime days.
4. The shift schedule will be paid as follows: Monday to Thursday or Tuesday to Friday: 10 hours @ straight time, 2 hours @ time and one-half (1.5x).
5. Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the General Presidents' Maintenance Agreement (GPMA).
6. Employees will receive an overtime meal or provided compensation in lieu at the amount of twenty-five dollars (\$25.00). (Where 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).
7. All employees on this shift must observe three (3) half hour breaks.

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## INTERIM LANGUAGE REGARDING ORIENTATION

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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



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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.

Regards,

A handwritten signature in black ink, appearing to read 'Brett McKenzie', written over a faint, light blue grid background.

Brett McKenzie  
Executive Director



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## RE: ALTERED BREAK CONDITIONS LETTER OF UNDERSTANDING

Dear Participants:

Please be advised that the members of the National Maintenance Council for Canada have agreed to the following interim changes to the Alberta NMA effective from May 3, 2020 to December 31, 2020.

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### ARTICLE 16.000 WORK HOURS PER DAY, OVERTIME AND OVERTIME MEAL BREAKS

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#### Existing 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 ( $\frac{1}{2}$ ) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift.

#### Amended 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 ( $\frac{1}{2}$ ) hour each, approximately equally spaced in the ten (10) hour shift. One half hour ( $\frac{1}{2}$ ) break will be paid at the appropriate rate and the second one half hour ( $\frac{1}{2}$ ) break will be unpaid.

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### APPENDIX K 12 HOUR SHIFT ALTERATION

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#### Existing Language

Upon written notification to the affected Local Unions and the National Maintenance Council for Canada, Employers may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities within the province of Alberta.

1. The shift will be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift.
2. There are to be three (3) half hour paid breaks.
3. Employees will be on site a total of twelve (12) hours and paid for twelve (12) hours for all work days including overtime days.
4. The shift schedule will be paid as follows: Monday to Thursday or Tuesday to Friday: 10 hours @ straight time, 2 hours @ time and one-half (1.5x).
5. Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the National Maintenance Agreement (NMA).



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6. Employees will receive an overtime meal or provided compensation in lieu at the amount of twenty-five dollars (\$25.00). (Where 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). This is not payable for those receiving subsistence.
7. All employees on this shift must observe three (3) half hour breaks.

## Amended Language

Upon written notification to the affected Local Unions and the National Maintenance Council for Canada, Employers may implement a twelve (12) hour shift with three (3) half hour paid breaks for turnaround activities within the province of Alberta.

1. The shift will be based on the 4 x 10 schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift.
2. There are to be three (3) half hour breaks. The first ½ hour break and the third ½ hour break will be paid breaks and the second ½ hour break will be an unpaid break.
3. Employees will be on site a total of twelve and one half (12.5) hours and paid for twelve (12) hours for all work days including overtime days.
4. The shift schedule will be paid as follows: Monday to Thursday or Tuesday to Friday: 10 hours @ straight time, 2 hours @ time and one-half (1.5x).
5. Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the National Maintenance Agreement (NMA).
6. Employees will receive an overtime meal or provided compensation in lieu at the amount of twenty-five dollars (\$25.00). (Where 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). This is not payable for those receiving subsistence.
7. All employees on this shift must observe three (3) half hour breaks.

Regards,

Brett McKenzie  
Executive Director

# LETTER OF UNDERSTANDING

## *Syncrude Taurus Maintenance Event*

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Dear Participants:

Please be advised that the members of the General Presidents' Maintenance Committee for Canada and the National Maintenance Council for Canada have agreed to the following adjustments for the upcoming Taurus Maintenance Event at the Syncrude Facility in Ft. McMurray effective May 3, 2020 to November 8, 2020.

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### START TIMES

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The GPMC & NMC Committee Members agree to allow for staggered start times and stop times which may fall outside of the current collective agreement provisions should the employer need to adjust these parameters in order to allow for the appropriate access and egress of workers on site. The employer will notify the Committee at least seven (7) days in advance of any required adjustment.

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### COMPOSITE CREWS

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The GPMC & NMC Committee Members support the GPMA and NMA employer's utilization of composite crews (as identified in the respective agreements) during the execution of the Taurus maintenance event.

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### LOCAL HIRING PROVISIONS

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The GPMC & NMC Committee Members support the GPMA and NMA employer's utilization of the Local Hire provisions contained within the respective agreements.

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### TRANSFER OF CRAFT PROVISIONS

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The GPMC & NMC Committee Members agree that any Local Union Resident who is being laid off by an employer during the maintenance event may be transferred to another GPMA/NMA Maintenance employer on site or accept the layoff. Notification will be provided to the affected union representative before any transfer is executed.

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### COMPENSATION DURING TAURUS MAINTENANCE EVENT

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The GPMC & NMC Committee Members agree that GPMA Employer working on the Taurus maintenance event will execute the work under the Long-term Maintenance provisions under a 5 x 8, or 4 x 10 schedule and will be compensated in accordance with the LTM provisions contained in the GPMA.

Regards,



Brett McKenzie  
Executive Director