

**PROJECT TERMS FOR THE NORTH WEST REDWATER  
STURGEON REFINERY PROJECT**

Effective Mar 3, 2015 ~~2016~~



**BETWEEN:**

**STURGEON REFINERY CORPORATION**

**-and-**

**THOSE BUILDING TRADE UNIONS WHO HAVE EXECUTED THIS  
AGREEMENT**

## TABLE OF CONTENTS

ARTICLE 1	GENERAL.....	2
ARTICLE 2	DURATION AND APPLICATION OF SUBSEQUENT COLLECTIVE AGREEMENTS.....	3
ARTICLE 3	DISPUTE RESOLUTION.....	3
ARTICLE 4	LIAISON COMMITTEE.....	4
ARTICLE 5	NOTICE.....	5
ARTICLE 6	HARMONY PROVISIONS.....	6
ARTICLE 7	HOURS OF WORK AND SCHEDULING.....	6
7.9	Overtime.....	7
7.10	Breaks.....	7
7.11	Reporting to Work.....	7
7.12	Variances.....	8
7.13	General Holiday Observance.....	8
7.14	Site Closures.....	8
7.15	Vacations.....	8
ARTICLE 8	TRANSPORTATION AND TRAVEL.....	8
8.3	Transportation Committee.....	9
ARTICLE 9	PRE-JOB CONFERENCES.....	9
ARTICLE 10	APPRENTICE RATIO.....	10
ARTICLE 11	HIRING PRACTICES.....	10
11.1	Hiring Preferences.....	10
11.2	Geographical Priority of Workers.....	10
11.3	Guidelines for Determining Real Residency.....	10
ARTICLE 12	LAY-OFFS.....	11
ARTICLE 13	PROJECT ENHANCEMENTS.....	11
13.3	Codes of Excellence.....	11
ARTICLE 14	SUCCESSOR ORGANIZATIONS.....	12
ARTICLE 15	JURISDICTION.....	12
ARTICLE 16	SUPPORT FOR AGREEMENT.....	12
ARTICLE 17	SITE ACCESS.....	13
ARTICLE 18	SITE STABILITY.....	13
ARTICLE 19	NO RATIFICATION.....	14
SCHEDULE 1	DEFINITIONS.....	15
SCHEDULE 2	SIGNATURES OF PARTIES.....	17
	Sturgeon Refinery Corporation.....	18
	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local #146.....	19
	Union of Bricklayers and Allied Craftworkers, Local #1.....	20
	United Brotherhood of Carpenters and Joiners of America, Local #1325.....	21
	Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222.....	22
	International Brotherhood of Electrical Workers, Local #424.....	23
	International Association of Heat and Frost Insulators and Asbestos Workers, Local #110.....	24
	International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local #720.....	25

**PROJECT TERMS FOR THE NORTH WEST REDWATER  
STURGEON REFINERY PROJECT**

<i>Construction and General Workers' Local #92</i> .....	26
<i>Millwrights, Machinery Erectors and Maintenance Union, Local #1460 of the United Brotherhood of Carpenters and Joiners of America</i> .....	27
<i>International Union of Operating Engineers, Local #955</i> .....	28
<i>International Union of Painters and Allied Trades, Local #177</i> .....	29
<i>Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222</i> .....	30
<i>United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local #488</i> .....	31
<i>Sheet Metal Workers' International Association, Local #8</i> .....	32
<i>General Teamsters Local #362 Affiliated With The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America</i> .....	33
<b>SCHEDULE 3 LAY OFF</b> .....	<b>34</b>
<b>SCHEDULE 4 TRAINING AND DEVELOPMENT</b> .....	<b>35</b>

# PROJECT TERMS FOR THE NORTH WEST REDWATER STURGEON REFINERY PROJECT

## BETWEEN:

**STURGEON REFINERY CORPORATION**  
(hereinafter referred to as "the  
Corporation")

And

**THOSE BUILDING TRADES  
UNIONS WHO HAVE  
EXECUTED THIS  
AGREEMENT** (hereinafter  
referred to as the "Unions")

## WHEREAS:

Pursuant to Order in Council No. 497/2014 ("the Order in Council"), the Lieutenant Governor in Council for the Province of Alberta designated Sturgeon Refinery Corporation as the principal contractor for the project as defined in the Order In Council pursuant to Part 3, Division 8 of the *Alberta Labour Relations Code* (which project is called "the Project").

The Unions have individually negotiated certain collective agreements with Registered Employers' Organizations which will have expired on April 30, 2015 ("the Current Agreements").

Prior to the Order in Council, the Unions entered into a Special Project Needs Agreement ("SPNA") with the Coordinating Committee of Registered Employers' Organizations dated October 17, 2012, and revised June 19, 2014, which sets out a number of specific terms and conditions of employment relating to the Project.

The Parties wish to enter into a collective agreement pursuant to Part 3, Division 8 of the *Alberta Labour Relations Code* ("this Agreement") which would:

- (a) contain all of the provisions of the Current Agreements and future Collective Agreements, except those which are stated not to apply or which conflict with this Agreement; and,
- (b) contain certain additional terms and conditions of employment as previously set out in the SPNA and subsequent dealings between the Parties.

17 November 2015

## ARTICLE 1 GENERAL

- 1.1. This Agreement shall only have application to all Work performed as general construction on the Project, as defined in Schedule 1 of this Agreement, by employers with whom the Unions have a bargaining relationship.
- 1.2. The terms and conditions in the Collective Agreements, as amended pursuant to the terms of this Agreement, are hereby adopted and inserted into this Agreement except where articles of this Agreement specifically state that those terms and conditions are not included in this Agreement. Should any term or condition of this Agreement conflict with any term or condition in a Collective Agreement, the terms of this Agreement shall prevail.
- 1.3. Terms and conditions of employment, save and except where the same are provided for in this Agreement, that are varied or otherwise changed within the current or subsequent Collective Agreements shall be incorporated into this Agreement (except where articles of this Agreement specifically state that those terms and conditions are not included in this Agreement), and become effective when such variations or changes become effective in the applicable Collective Agreement.
- 1.4. Should any of the Council or individual Unions enter into any agreements, whether project agreements or otherwise, where any terms and conditions relating to hours of work and scheduling, transportation and travel, remuneration or benefits remittances are different than the terms and conditions in this Agreement, then the Corporation has the discretion to immediately apply any or all of these terms and conditions to Work done on the Project, and those terms and conditions will become part of this Agreement.
- 1.5. The Unions and the Corporation acknowledge that as an agreement entered into pursuant to Part 3, Division 8 of the *Code*, this Agreement is not subject to any registration bargaining certificates and further acknowledges that sections 59 to 83 and 163 to 193 of the *Code* do not apply.
- 1.6. The Unions agree that representatives of the Corporation and of the Council together may negotiate changes to this Agreement. The said changes shall, after approval by the Corporation and after approval of the Unions signatory to this Agreement, be applicable pursuant to this Agreement, and the Corporation, the Council and all of the signatory Unions shall forthwith sign an agreement reflecting these changes.
- 1.7. It is understood by the parties hereto that no bargaining relationship is created by the Corporation or the Owner with the Unions, the Building Trades of Alberta, or any affiliate of the Building Trades of Alberta, by voluntary recognition or by action of law pursuant to Division 5 or 6 of Part 2, or sections 176 or 178 of the *Code*. Similarly, where the Corporation or the Owner has participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this document and the enhancement of the Project and in no way can be construed to be creating a bargaining

relationship, extending a voluntary recognition or taking actions which, by action of law, would bind the Corporation or the Owner to any Collective Agreement with the Unions, the Building Trades of Alberta, or any affiliate of the Building Trades of Alberta.

- 1.8. Terms in this Agreement which are capitalized will have the meanings given to them in the body of this Agreement, or in Schedule 1.

## ARTICLE 2 DURATION AND APPLICATION OF SUBSEQUENT COLLECTIVE AGREEMENTS

- 2.1 This Agreement shall become effective for each of the signatories in Schedule 2 on ~~May 1<sup>st</sup>, 2015~~ <sup>February 30, 2016</sup> and will continue in effect until September 30<sup>th</sup>, 2017 or, in the event that Work on the Project continues past that date and the Project continues to be a project to which Part 3, Division 8 of the Code applies, then this Agreement will continue to apply until Work on the Project is completed. The Work encompassed by this Agreement shall continue without interruption by strike, lock-out, work slowdowns, or any other action designed to limit output.
- 2.2 As collective bargaining, pursuant to a Registration Certificate or otherwise, may take place in the construction industry which will effect terms and conditions of employment for employees engaged in general construction and represented by the Unions, then save and except where the same are provided for or excluded in this Agreement, such variations in the resulting Collective Agreement shall be picked up for the Project. Any applicable changes will be effective for the purposes of this Agreement as and when such changes become effective pursuant to the resulting Collective Agreement. Provided, however, that once the Registration Collective Agreements are settled for the term commencing May 1<sup>st</sup>, 2015, then as per Article 1.6 the Corporation shall have the right to negotiate revisions to this Agreement.
- 2.3 In the event a referenced Collective Agreement ceases to be in effect, then the applicable provisions of the most recent Collective Agreement shall apply, until such time as a renewal agreement is entered into.
- 2.4 In the event that the Project ceases to be designated as a project under Part 3, Division 8 of the Code, the provisions of the NWR Project SPNA will then apply.

## ARTICLE 3 DISPUTE RESOLUTION

- 3.5 Disputes or other grievances relating to Work on the Project which arise solely out of the interpretation or application of a Collective Agreement will be resolved pursuant to the provisions of that Collective Agreement, provided that the Corporation shall be given notice of such grievances by the grieving party, and shall be informed at or around the time the grievance is filed by the grieving party of the facts or allegations which gave rise to the

grievance. In the event the grievance is resolved without the need to go to arbitration, the Union and the Employer shall provide the Corporation with the particulars of the settlement. In the event the grievance proceeds to arbitration, the grieving party shall give the Corporation and the respondent concurrent notice of the date and location of the hearing, and the Corporation or its designate shall have the opportunity to attend the hearing.

- 3.6 Disputes or other grievances relating to Work on the Project which arise in whole or in part out of the interpretation or application of this Agreement shall be resolved pursuant to the provisions of the relevant Collective Agreement, modified as follows:
- a. The Corporation shall be given immediate notice of such grievances and shall be informed by the grieving party at or around the time the grievance is filed of the facts or allegations which give rise to the grievance;
  - b. The Corporation, or its designate, will have the ability to intervene as a party in any such grievances;
  - c. A grievance under this Article may not be settled without the consent of the Corporation; and,
  - d. No relief will be granted against the Corporation or the Project Owner in any proceeding instituted under this Article. This provision does not prevent any Employer from attempting to claim from the Project Owner (pursuant to contractual provisions between them) any additional costs or damages it incurs as a result of an adverse arbitration ruling.

#### **ARTICLE 4 LIAISON COMMITTEE**

- 4.1 A Liaison Committee shall be established which shall meet on an informal basis at the call of any of the parties signatory hereto, or at least quarterly, to discuss matters of mutual interest pertaining to the Project and/or this Agreement, with the objective of promoting and maintaining beneficial relations and cooperation between the parties, and of ensuring the achievement of the purposes of this Agreement.
- 4.2 The Liaison Committee shall consist of representatives of the Employers, each of which shall be designated by the Corporation or its designate and business representatives of the Unions, each of which shall be designated by the Council. Irrespective of the number of representatives designated by the respective parties or of the number which participate in any meeting of the Committee, the Liaison Committee members designated by the Council and those designated by the Corporation shall have equal numbers of votes. The parties agree that the Owner and or its designee are entitled to participate in the affairs of the Liaison Committee. Persons appointed to the Liaison Committee by the Owner will be entitled to participate fully in the proceedings of the Committee but will not be entitled to vote.

- 4.3 The responsibilities of the Liaison Committee shall include:
- Establishing terms of reference for the Liaison Committee giving due recognition to the language and intent and purpose of this Agreement.
    - a. Establishing rules of procedure for the Liaison Committee to carry out its responsibilities.
    - b. Establishing processes to ensure that decisions of the Liaison Committee that affect this Agreement are recommended to the parties for incorporation into this Agreement.
    - c. Establishing methods of resolving issues that the parties to and the persons bound by this Agreement are unable to quickly resolve.
    - d. Assisting in the development, implementation and administration of initiatives towards the enhancement of safety, quality, cost, productivity, and schedule.
    - e. Addressing differences between any parties engaged on the Project respecting whether certain work is or is not Work when requested to do so by the Corporation.
    - f. Dealing with such matters as are referred to it by this Agreement.
    - g. Establish and implement programs and measures to accelerate the training and mentoring of supervisors, and candidates for supervisory positions.
- 4.4 It is the intention of the Parties that the Liaison Committee shall provide for joint stewardship of key performance measures by labour and contractors including, without restricting the generality of the foregoing, safety, quality, cost, productivity and schedule. It is also the intention of the Parties that the Liaison Committee will be respectful of the collective bargaining, collective agreement administration and other bargaining agency roles and responsibilities of the Employers' Organizations and the Unions.

## ARTICLE 5 NOTICE

- 5.1 Notice given to any of the parties hereto shall, unless otherwise specified in this Agreement, be sufficient if in writing and delivered to or sent by postage prepaid registered first class mail, to the last known address of the parties, or sent to a facsimile transmitter number (with a report confirming transmission), or email to the last known email address. In the absence of an express provision to the contrary, the delivery of any statement or document to any of the parties shall be sufficient if delivered in person, or if mailed by postage prepaid registered first class mail to the last known address, and shall be deemed to be received on the earlier of the actual date of receipt or the seventh (7th) day after being mailed, or if a facsimile copy is transmitted by telecommunication device to the last known facsimile transmitter number in which event the document shall be deemed received on the date of that confirmed transmission, or by email to the last known email address in which event the



document shall be deemed received on the date of the sent email. Each of the parties hereto shall keep the others informed as to a change of address, facsimile, phone number, or email address.

## **ARTICLE 6 HARMONY PROVISIONS**

- 6.1 The Parties agree that in order to achieve appropriate working relationships amongst the various Employers and Unions performing Work on the Project, the terms and conditions in the Articles which follow shall apply to the Work, and if any conflict exists between these conditions and the terms of any other Collective Agreement, this Agreement shall prevail.

## **ARTICLE 7 HOURS OF WORK AND SCHEDULING**

- 7.1 The primary work schedule for the Project will be five (5) days on and two (2) days off. At the Corporation's discretion Employers may work a different work schedule for the efficient construction of the Project. Schedules are intended to identify the regular hours of work, shift hours and overtime hours, and are not to be construed as a guarantee of hours of work per day, per shift, or per cycle. Each single period of working days and days off will be referred to as a "Shift Cycle". Each single work day will be referred to as a "shift".
- 7.2 In addition to the scheduling prerogatives in any Collective Agreements, and to facilitate any necessary workforce recruitment and retention from elsewhere in Canada, North America and globally, at the direction and approval of the Corporation, any work cycles one (1) through four (4) from Special Project Needs Agreement Template A (version dated December 9, 2014) may be implemented by an Employer. When any of these blended rate work cycles are implemented, all associated conditions set out in Template A in respect to each cycle shall also apply.
- 7.3 Additionally, during the term of application of any of such blended rate work cycles by an Employer, an "optional ten (10) days on four (4) days off cycle" shall also be implemented by the Employer, and any employee of that Employer who is not eligible for any weekly or work cycle transportation and/or for whom the blended rate cycle is not intended will be given the choice of the regular five on two off or the optional ten on four off cycle.
- 7.4 When the optional ten days on and four days off cycle is utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week, with the scheduled Saturday and Sunday being paid at double time. Should an employee work on the scheduled days off, the Friday and Monday will be paid at time and one half, and the Saturday and Sunday will be paid at double time.
- 7.5 It is recognized and accepted that the crew of some Employers may not be large enough, or there may be other circumstances, for multiple work cycles to be practicable. In such circumstances, when such an Employer implements a blended rate cycle for the reasons

noted above, there shall be discussion among that Employer, the Unions that represent the bargaining units of that Employer, and the Owner's site labour relations coordinator to determine how the interests and preferences of the employees for whom the blended rate cycle is not intended may be best addressed.

- 7.6 Employers shall not, without prior written approval of the Corporation, implement any shift cycles set out in this Agreement other than the five days on two days off or four days on three days off work weeks contemplated in the applicable Collective Agreements.
- 7.7 The Shift Cycles In this Agreement, and any alternate Shift Cycles which may be established by the Parties, will become effective when the Corporation approves such a Shift Cycle in writing.

**7.9 Overtime**

- a. Overtime hours scheduled as part of the regular hours of a Shift Cycle, or which have been scheduled with twenty four (24) hours' notice, is not voluntary.
- b. Overtime which is not part of an approved Shift Cycle must not be worked without prior written approval by the Corporation. Any failure of the Corporation to provide such written approval will not constitute a waiver of the right to provide written approval, or estop the Corporation from insisting on written approval in the future.
- c. Overtime will be paid as specified in the relevant Collective Agreement.

**7.10 Breaks**

- a. When ten (10) hour shifts are worked, in lieu of the break and lunch periods specified in any Collective Agreements, there will be two (2) paid breaks of one half hour (1/2) each, approximately equally spaced in the ten 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 shall be paid for the missed break.

**7.11 Reporting to Work**

The Parties are committed to delivering value for paid time. Accordingly,

- a. Unless some other reporting location is designated by the Employer, employees shall be in attendance at their work station and prepared to commence work at the scheduled starting time for their respective shifts.
- b. Employers will designate a location at which Employees shall complete their respective shifts, and shall stipulate the time at which Employees shall leave that location in order to reach the brass alley no earlier than the close of their shift.
- c. Employees shall be diligent in respecting start times, shift completion times, lunch periods and rest break periods.

- d. Employers shall establish appropriate processes for ensuring that the above commitments are maintained.

#### **7.12 Variances**

- a. The Parties recognize that variations in the scheduling of the work week, reporting for work or returning from work, rest breaks, meal breaks and start and finish times may be appropriate from time to time, and that it may be appropriate that such variations affect all or only a portion of the Project. Any variations that are not permitted by the above Articles may be established by resolution adopted by the Liaison Committee and approved by the Corporation.

#### **7.13 General Holiday Observance**

- a. General Holidays shall be as is set out in the relevant Collective Agreements.

#### **7.14 Site Closures.**

- a. In consultation with the Liaison Committee, the Corporation may designate certain periods in the year during which construction activity on the site may be suspended or significantly reduced in order to accommodate holiday periods such as Christmas/New Year's period or other circumstances. The Corporation may also require that Employers maintain their services during such periods in order to meet Project needs.

#### **7.15 Vacations**

- a. Employers will consider vacation at the times requested considering business requirements. Employees may be granted up to two weeks' vacation annually.

### **ARTICLE 8 TRANSPORTATION AND TRAVEL**

- 8.1 Buses will be supplied for daily transportation, and if, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit, it takes more than 60 minutes for either or both of the one way trips to travel between the centre of the city (101 Street and Jasper Avenue for Edmonton) and the project gates, a travel allowance will be paid. The travel allowance shall be calculated in 10 minute intervals. As an example, if the test runs average 65 minutes on the trip to the project and 65 minutes on the return trip, an allowance of 20 minutes for each day shall be payable. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses. Test runs shall be conducted from time to time, once during typical winter travel conditions and once during typical summer travel conditions. Test runs may also be requested when there has been a significant change in travel or site conditions.
- 8.2 In the event the employment of an employee is terminated by an Employer during a shift such that access to the provided daily transportation is not accessible in a reasonable and

timely fashion, the Employer shall provide transportation to the terminated employee to the place at which the terminated employee had boarded the daily transportation that day. Should the terminated employee be required to wait more than two (2) hours on site for such transportation, the terminated employee shall be paid for all time spent on site in excess of these initial two (2) hours.

### **8.3 Transportation Committee**

- a. The Parties share a common interest in the safe, timely and efficient transportation of workers to and from the Project. In recognition of this common interest the Parties agree to establish a Project Transportation Committee (the "PT Committee") comprised of 4 representatives chosen by the Corporation and 4 representatives chosen by the Council. The PT Committee will be co-chaired by one representative from each of the Corporation and the Council.
- b. The PT Committee will meet at least quarterly and otherwise as often as its mandate requires.
- c. The expenses incurred by the PT Committee will be shared jointly by the Corporation and the Council.
- d. The mandate of the PT Committee shall be to develop strategies and best practices to promote safe, timely and efficient transportation of workers to and from projects and to present unified recommendations and submissions to the Corporation.
- e. In pursuit of its mandate, the PT Committee will use the transportation report(s) commissioned by the Owner prior to the date of this Agreement.
- f. The PT Committee will engage contractors to participate directly with it. In any event, at an expedient and opportune time the PT Committee will present its recommendations to the Parties and advocate for their implementation.
- g. The PT Committee will be responsible to monitor the transportation of workers throughout the duration of the Project and will continue to advocate for safe, timely and efficient transportation.

## **ARTICLE 9 PRE-JOB CONFERENCES**

- 9.1 There shall be a pre-job conference and mark-up in respect of each contract awarded. An Employer who is engaged in the capacity of a principal contractor shall notify the Council of all contracts awarded which come within the scope of this Agreement. The pre-job report will be presented to the Corporation for approval. Upon approval by the Corporation pre-job reports will be provided by the Employer to the Council.

## **ARTICLE 10 APPRENTICE RATIO**

10.1 The Parties agree to cooperate in attaining the optimal training and deployment of apprentices on the Project and Employers will accept persons qualified to become apprentices to fill the journeyman/apprentice ratio where there is a shortage of registered apprentices. The employment of apprentices (within regulatory requirements and limitations), will be promoted throughout the duration of the job, and shall provide for a spectrum of apprentices from the first (1<sup>st</sup>) year through to fourth (4<sup>th</sup>) year (as appropriate to the respective trade). The Owner has established a target workforce composition of 30% apprentices and the Parties will work towards that target

## **ARTICLE 11 HIRING PRACTICES**

In addition to the hiring procedures that are set out in the Collective Agreements, Unions shall also use best efforts to ensure that those engaged on the Project do not have to travel in order to pick up their dispatch or referral slips. Unions shall make every effort to use facsimile transmission, courier service or some other efficient means to avoid unnecessary travel, transportation and delay.

### **11.1 Hiring Preferences**

- a. The early and continued participation of qualified local residents, female workers, and local aboriginal communities is desirable; accordingly, Employers and Unions shall optimize employment and training opportunities for such qualified local residents, female workers, and members of the local aboriginal communities under this Agreement.

### **11.2 Geographical Priority of Workers**

- a. The Parties are committed to working co-operatively to identify, recruit and employ workers in the following geographical order of priority in the employment of workers on the Project: 1. Local 2. Alberta 3. Canada 4. North America 5. beyond North America. The Parties recognize that "front-end" work will be required among them to maximize the use of North American workers.

### **11.3 Guidelines for Determining Real Residency**

- a. In making the determination as to whether a person is a "Local Resident" for the purposes of the Project, the following factors, as appropriate to the determination, will be taken into consideration:
  - i. the dwelling place of the person's spouse and dependents;
  - ii. personal property and social ties to the community;
  - iii. residential ties elsewhere;
  - iv. permanence and purpose of residence in a particular community;

- v. documentation of:
  - a. property tax or rent receipts, telephone, gas or other utility receipts;
  - b. driver's license;
  - c. vehicle registration or pink card;
  - d. income tax;
  - e. unemployment insurance documents;
  - f. voters' list registration;
  - g. Employee benefit fund administration registration.

## ARTICLE 12 LAY-OFFS

- 12.1 The Parties recognize the substantial effort and cost involved in recruiting workers from out of Province to the Project but it is also accepted that workers within the Unions expect consideration in terms of job retention on Alberta projects. Therefore, the protocol outlined in Schedule 3 will be followed.
- 12.2 The Unions agree that, should an Employee working on the Project be subject to lay off by his Employer, such Employee may be transferred to another Employer, subject to any restrictions in the relevant Collective Agreement.

## ARTICLE 13 PROJECT ENHANCEMENTS

- 13.1 Policies designed to enhance project performance, in terms of employee skills, supervisory skills, health and safety (including measures to address substance use and abuse), worker satisfaction, worker retention, productivity, effective training and employment of apprentices, mentoring, attendance, and other value-adding initiatives, shall be developed by the Parties and implemented on the Project, subject to Owner approval.
- 13.2 A process to facilitate the training, development and effective utilization of Supervision including site foremen will be developed in accordance with Schedule 4.
- 13.3 **Codes of Excellence**
- a. The Parties, with the concurrence of the Owner, support the application and administration of the respective Unions' "codes of excellence".
  - b. The Parties agree that they and the Employers shall deal with the below listed matters on the basis that they will consider each of the items and agree on programs, implementation and administration:
    - i. health and safety
    - ii. site closures
    - iii. pre-job markups
    - iv. training and maximization of the practical use of apprentices, and where appropriate

- v. trainees
- c. The Parties agree that they and the Employers will provide for the implementation of and administration of the program to minimize absenteeism and maximize retention, the commitments to increase productivity, the program of job steward/supervisor leadership, the program for delivery of training and skills upgrading, and to assist in recruitment.
- d. The Parties and Employers shall discuss matters of mutual interest pertaining to the Project with the objective of promoting and maintaining beneficial relations and co-operation between them, and to discuss and implement ways to make the Project successful.
- e. The Parties and Employers shall support and participate in value-added programs such as Behavioral Based Safety, semi-automatic and automatic welding technologies, and productivity enhancement programs.

#### **ARTICLE 14 SUCCESSOR ORGANIZATIONS**

14.1 This Agreement is binding on the lawful successors in interest to the Parties.

#### **ARTICLE 15 JURISDICTION**

15.1 This agreement shall be governed by the laws of Alberta.

#### **ARTICLE 16 SUPPORT FOR AGREEMENT**

- 16.1 For the duration of this Agreement, the Unions agree that they will not commence, carry on, participate in or fund any legal proceedings that challenge the validity of:
- a. This Agreement;
  - b. Any other project collective agreement entered into by other parties and unions relating to terms and conditions governing their relationship on the Project, whether the agreement is negotiated under the provisions of Part 3, Division 8 of the *Alberta Labour Relations Code* ("Division 8") or not;
  - c. Any part of Division 8 of the *Code*; or
  - d. Order in Council No. 497/2104 or any subsequent Order in Council relating to the Project.

including any challenges pursuant to the provisions of the *Canadian Charter of Rights and Freedoms*.

- 16.2 Should the validity of this Agreement, or any part of it, be challenged by anyone in proceedings before the Alberta Labour Relations Board, or any competent court, arbitrator, or other judicial or administrative body, the Parties agree to take all necessary steps to defend the validity of the Agreement, or that part being challenged. Should a declaration be

made by a competent authority ordering or declaring that all or any part of this Agreement is invalid, the Parties agree to take all necessary steps to cure that Invalidity, including effecting any amendments to the Agreement, or entering into a new agreement.

- 16.3 The Unions hereby agree to provide support and not object to any applications made by the Corporation to the Government of Alberta to extend the duration of the designation of the Project as a project to which Division 8 of the *Code* applies to such date as may be requested by the Corporation.

## ARTICLE 17 SITE ACCESS

- 17.1 The Unions hereby agree not to use their access to the Project site as a means to attempt to organize employees not represented by them. Accordingly, no representative of the Unions allowed on the site will, directly or indirectly, solicit employees working on the site to become members of any of the Unions, or to otherwise support any of the Unions in an application for certification of their employer.

## ARTICLE 18 SITE STABILITY

- 18.1 The Parties acknowledge that this Agreement is designed to achieve labour relations stability on the Project. It is a violation of this Agreement for the Parties, Employers, or Employees to do anything to harm, delay, or otherwise impede construction of the Project. Any person engaging in such conduct will be subject to immediate removal from the Project site.
- 18.2 The Owner or the Corporation may establish policies relating to health, safety, environmental, and other matters relating to management of the Project site, which may apply to all Employees and Employers but will not form a part of this agreement. To the extent of any conflict, these policies will prevail over provisions relating to the same or similar subject matter in any Collective Agreement. The provisions of this Article do not take away any rights the Unions or an individual would ordinarily have to challenge such a policy.
- 18.3 The Parties recognize that because there will be employees represented by various unions working on the Project there is a possibility of conflict between employees represented by rival unions, or between union employees and non-unionized employees. The Parties will not tolerate any form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct directed by employees, union representatives, or other persons, against other employees, union representatives, or other persons based on union affiliation, or lack of union affiliation. This prohibition includes all verbal communications, written materials, and gestures. The Owner has the right to remove any Employee, Union



representative, or other person from the Project site should they engage in any such activities.

- 18.4 No Employee will refuse, or threaten to refuse to perform Work for their Employer for reason that other work was or will be performed, or was not or will not be performed by any persons who were or were not or are or are not members of a particular union. Any provision in a Collective Agreement which conflicts with this Article is not incorporated in this Agreement.

#### **ARTICLE 19 NO RATIFICATION**

- 19.1 The Unions represent that no membership ratification is needed to bring this Agreement into effect, or to bring into effect any amendments to this Agreement made pursuant to Article 1.6 and Article 2.2.

**The remainder of this Agreement consists of Execution pages for each of the Parties to this Agreement, and Schedules 1 through 4, all of which form part of this Agreement.**

## SCHEDULE 1 DEFINITIONS

The following terms shall have the following meanings in this Agreement:

- **"Code"** means the Labour Relations Code of Alberta, as amended from time to time.
- **"Employee"** means any person employed to do Work within the trade jurisdiction of any of the Unions, and whose Employer has a bargaining relationship with that Union in respect of that trade jurisdiction. The word "worker" shall have the same meaning.
- **"Employer"** means an employer of any Employee.
- **"The Council"** refers to those members that form the Executive Board of the Provincial Council of the Building Trades of Alberta.
- **"Collective Agreements"** includes Registration Collective Agreements, but if there is no Registration Collective Agreement in place between a Union and a Registered Employers Organization relating to specific Work on the Project then, subject to approval by the Owner, it includes those collective agreements between the Union and the Employer relating to that specific Work.
- **"Registration Collective Agreements"** means the Current Agreements and those collective agreements which are in, or come into, existence during the term of this Agreement as negotiated between the Unions and Registered Employers Organizations relating to general construction in Alberta.
- **"Owner"** means North West Redwater Partnership and any successor.
- **"Union"** means any one of the Unions, and when this Agreement refers to the "applicable Registration Collective Agreement" this means the specific Registration Collective Agreement between any one of the Unions and a specific Registered Employers' Organization relating to general construction work.
- **"Work"** means any general construction work in respect of the Project performed by Employees working for Employers affiliated with a Building Trades Union or Unions and excludes work awarded to non-Building Trades affiliated contractors, and plant operations, commissioning or maintenance performed by the Owner's forces and direct contractors and their subcontractors. The Work ends in respect of any portion of the Project when the Owner takes possession of that portion of the Project, or commissioning of that portion of the Project commences. In the event construction activities are undertaken after the Owner takes possession or after the start of commissioning of any part of the Project, and is not associated

with normal maintenance activities, those activities shall be considered to be Work under this Agreement.

## SCHEDULE 2 SIGNATURES OF PARTIES

The terms of the Collective Agreements negotiated between the Unions who have signed below and Registered Employers' Organizations relating to general construction will apply to Work on the Project, subject to Articles 1.1 through 1.4 and Articles 2.3 and 2.4 of this Agreement.

With respect to any Work on the Project where there is no Registered Employers' Organization having the right to collectively bargain for any particular trade division and the Registration Collective Agreement has terminated, the terms of the Collective Agreements negotiated between Employer(s) and the appropriate Union in respect of that trade division will apply to Work done by that particular trade on the Project, subject to Articles 1.1 through 1.4 and Articles 2.3 and 2.4 of this Agreement.

### SCHEDULE 3 LAY OFF

1. In the event of a layoff affecting contractors working on the Project covered by this Agreement, the following protocol will be followed;
  - a. Lay-Offs. Except as modified below, all lay-offs will be carried out in accordance with the terms of the applicable Registered Provincial Collective Agreement. It is understood that where a contractor on the Project is planning a lay-off of workers, workers in the trade where the lay-off is planned who are working for that contractor on the Project under a Labour Market Opinion will be subject to first lay-off unless they are able to be transferred under (d) below.
  - b. Voluntary Lay-Offs. Workers on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third.
  - c. Leave of Absence. As another option, workers on the Project may be offered the opportunity to exercise the option to take a Leave of Absence from the Project when there are lay-offs planned on the Project that would affect their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third. Should the leave of absence extend beyond fourteen days in duration the Worker may request a lay-off.
  - d. Transfers. In a situation where one contractor is planning to lay-off workers on the Project and workers in the same trade working for other contractors working on the Project have opted to accept a Voluntary Lay-Off or Leave of Absence as stipulated in (b) or (c) above, or in cases where there are unfilled calls for workers in that trade on the Project, transfers between contractors covered by the terms and conditions of this Project Agreement will be allowed, except that there will be no transfers between the construction site(s) and fabrication shops. The offer to accept a transfer under these circumstances will be made to Local members first, travel card members second, and workers on permit third.
  - e. Delays in Transfers. When a transfer under (d) above is planned but time is required to complete the transfer, the affected worker(s) will be allowed to remain on Subsistence (provided that the worker was receiving Subsistence at the time of the transfer), at no cost to the worker, until the completion of the transfer to a maximum of seven calendar days unless an extension is granted by the Owner.

#### **SCHEDULE 4 TRAINING AND DEVELOPMENT**

It is in the interests of the Parties to this Agreement to promote the training and development of foremen and other supervisors to manage the extensive amount of work contemplated for Alberta. Training and mentoring of supervisors will be facilitated and encouraged on the Project within the scope of this Agreement. Workers showing leadership potential will be encouraged to accept the role of foreman as needed on the Project and will be provided with the training and mentoring to make them successful. Where it is not feasible to meet the needs for supervision on site from within the ranks of Alberta tradesmen, or in those situations where there are special language situations that need to be considered, the Parties to this Agreement will establish a protocol for insuring that supervisory needs are met having due regard for the need to maintain safety, productivity, quality, and a working environment that will promote the attraction and retention of workers.

Further work on the protocol for meeting Supervisory needs, or amendments as necessary to the Lay-Off Protocol in Schedule 3, may be carried on through the Liaison Committee(s) established for the Project or such other sub-committee as the Parties may agree to utilize.