PROJECT TERMS FOR CERTAIN ATCO ELECTRIC TRANSMISSION PROJECTS (BUILDING TRADE UNION AGREEMENT)

BETWEEN:

THOSE BUILDING TRADE UNIONS WHO HAVE EXECUTED THIS AGREEMENT ("THE UNIONS")

-and-

THOSE REGISTERED EMPLOYERS' ORGANIZATIONS WHO HAVE EXECUTED
THIS AGREEMENT
("THE REOS")

WHEREAS:

Whereas, the Alberta Electric System Operator (AESO) has identified the need for new transmission facilities in the Hanna region (HRTD) to reinforce the current transmission system and to meet increased regional load demand;

And whereas, ATCO Electric Ltd. has been directed by the Alberta Electric System Operator (AESO) to prepare a facility application for the construction of a 500 kilovolt (KV) Direct Current (DC) Eastern Alberta Transmission Line (EATL);

And whereas, ATCO Electric Ltd. intends to construct major capital projects as part of the Hanna Regional Transmission Development (HRTD), the Eastern Alberta Transmission Line (EATL), the Central East Transmission Line, and the Northeast Transmission Line projects, and potentially others;

And whereas when Power Line work in Alberta has required contractors with voluntary bargaining relationships with the International Brotherhood of Electrical Workers, Local 424 ("Local 424") in respect of such work to employ workers in other trades, the Unions have supplied such workers through Local 424 on a permit basis;

And whereas, the Parties recognize the success of the Projects will be dependent upon them working in partnership;

And whereas, this Agreement does not detract from the bargaining relationship currently held between any Union and its signatory contractors;

And whereas, this Project Labour Agreement ("this Agreement") will provide for an uninterrupted supply of qualified trades people for the duration of the HRTD Project and perhaps the other named Projects as well, bridging any collective agreement negotiations between unionized contractors and their respective trade unions;

And whereas, the Unions have individually negotiated certain collective agreements with REOs relating to General Construction, Roadbuilding and Heavy Construction and Specialty Construction which are scheduled to expire on April 30, 2015 ("the Current Agreements");

And whereas, the Unions and the REOs wish to attach this Agreement as an addendum to the Current Agreements and any subsequent Registration Collective Agreements which come into existence during the development of the Projects

Now therefore the Unions and the REOs have, based on the mutual understanding set out above, agreed on the following terms and conditions of employment.

ARTICLE 1 - Definitions

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

- "Code" means the Labour Relations Code of Alberta, as amended from time to time.
- "Electrical Work", for the purposes of this Agreement, means all Work on the Projects except the following:

Surveying of the Property;
Site clearing – Brushing & Grubbing;
Site preparation – Civil Contractors;
Chain Link Fence installation;
Screw Piles;
H Driven Piles;
Cement poured Piles and Transformer Foundations;
Heavy Haul - Pre-Fabricated Buildings & Large Transformers;
Delivery of Equipment;
Surveying of Right of Ways and Tower Locations;
Right of Way and Site – Brushing & Grubbing;
Right of Way - Stripping & Clearing - Environmental Contractor;
Access Roads and approaches – Environmental Contractor;
Truck Wash stations;
Right of Way fencing;
H Driven Piles for Towers;
Grillage or Foundations for Towers;
Operation of Cranes rented from Alberta Crane Owners Association;
Operation of Helicopters;
Erection of Communications Towers;
Storage and Delivery of Materials if by the Owner;
General Services – Washrooms/Lunchrooms/Fueling Stations/Snow removal/Dust abatement; and,
Right of Way and Land Reclamation.

- "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.
- "Local Resident" means an Employee whose Principal Residence is located within an 85 kilometer radius of the Project where the Employee is working.
- "Owner" means ATCO Electric Ltd., any successor in interest, or any other person
 or entity designated in writing to be the representative of ATCO Electric Ltd. in
 respect of this Agreement.
- "Parties" means the Unions, the REOs, and ATCO Electric Ltd., together.
- "Principal Residence" means the place where an Employee, in the settled routine
 of his life, regularly, normally or customarily lives, with the underlying premise that
 everyone must be a resident somewhere. This definition may be further clarified or
 amended by a committee appointed by the Parties.
- "Projects" means the Hanna Regional Transmission Development (HRTD) and, at
 the election of the Owner, any or all of the following additional projects: the Eastern
 Alberta Transmission Line (EATL), the Central East Transmission Line, the
 Northeast Transmission Line, and any other projects that the Owner may undertake
 and designate to the Parties as projects to which this Agreement applies.
- "Registration Collective Agreements" means the Current Agreements and all successor registration collective agreements negotiated between the Unions and Registered Employers Organizations covering General Construction, Roadbuilding and Heavy Construction and Specialty Construction which may come into existence for the duration of this Agreement.
- "Temporary Foreign Workers" means Employees, or prospective employees, who are not permanent residents of Canada.

- "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, Roadbuilding and Heavy
 Construction or Specialty Construction.
- "Work" means any General Construction, Roadbuilding and Heavy Construction or Specialty Construction work in respect of the Projects and includes, but is not restricted to the following: surveying of the property and utilities, land preparation and construction of access roads, fencing around the perimeter of substations, pile driving to support equipment (screw piles or driven), setting of prefabricated buildings, setting of electrical equipment and components, setting of large transformers, installation of cable tray and underground ducting, installation of cables and conductors, grounding of all equipment and fences, brushing and grubbing of right-of-ways, clearing right-of-ways and construction of access roads, transportation of materials from Vegreville to tower sites, driving or screwing of tower piles, welding of pile caps, assembly of transmission towers, erection of transmission towers, operation of cranes and helicopters, stringing of conductors, splicing of conductors and land reclamation. The Work ends in respect of any portion of the Projects when the Owner takes possession of that portion of the Projects, or commissioning of that portion of the Projects commences. In the event construction activities are undertaken after the Owner takes possession or after the start of commissioning of any part of the Projects, and is not associated with normal maintenance activities, those activities shall be considered to be Work under this Agreement.
- "Work Week", for any given Shift Cycle, means the period of seven consecutive
 days as set out in each of the Shift Cycle schedules which the Parties agree shall
 form the consistent practice of the Employer when those Shift Cycles are being
 worked.

Additional capitalized terms have been defined in the body of the Agreement for the sake of convenience.

ARTICLE 2 - Scope and Definition

- 2.1 The terms of the Registration Agreements, as amended by this Agreement, apply to Work performed by an Employer:
- (a) when the Employer is performing Work under a contract or subcontract which has no Electrical Work;
- (b) when the Employer has no voluntary bargaining relationship with Local 424 for Power Line work; or
- (c) when the Work involves camp installation or teardown.
- 2.2 Except as set out in Article 2.1:
- (a) the Unions, other than Local 424, do not have jurisdiction over any Work;
- (b) neither this Agreement nor any Registration Collective Agreements apply to any Work; and
- (c) the other Unions will cooperate with Local 424 in permitting workers within their trades to work for Employers, and Local 424 will then dispatch those workers to the Employers.
- 2.3 This Agreement shall be attached to, and form part of the Registration Collective Agreements, and the terms of those Registration Collective Agreements will apply except those specifically excluded in this Agreement. In the event of a conflict between any provision of this Agreement, and a provision in the Registration Collective Agreements which has not been specifically excluded in this Agreement, the provision in this Agreement shall prevail..
- 2.4 Terms and conditions of employment, save and except where the same are provided for in this Agreement, that are varied or otherwise changed within any Registration 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 Registration Collective Agreement.

ARTICLE 3 - No Bargaining Relationship

- 3.1 It is understood and agreed by the parties hereto that this Agreement does not create any bargaining relationship between the Owner and any of the Unions.
- 3.2 The Owner is only a party to this Agreement so that it can enforce the provisions of this Agreement by way of arbitration or otherwise. No grievances may be filed against the Owner.
- 3.3 Similarly, where the Owner has participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purpose of this Agreement and the enhancement of the Projects 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 Owner to any Registration Collective Agreements.
- 3.4 Where the Owner is mentioned in this document, the terms should be taken to mean the person, or persons designated by the Owner in respect to administration of portions of this Agreement, wherever that context is appropriate.

ARTICLE 4 - Support for Agreement

4.1 For the duration of this Agreement, the Parties agree that they will not commence, carry on, participate in or fund any legal proceedings that challenge the validity of this Agreement, any other labour agreement relating to the Projects, or any part of them.

ARTICLE 5 - Application under Part 3, Division 8 of the Alberta Labour Relations Code

5.1 The Parties will support any application by the Owner pursuant to Part 3, Division 8 of the Code to have the Projects, or any of them, designated pursuant to section 196 of the Code. Such an application will seek to have this Agreement, and each of the Registration Collective Agreements this Agreement is affixed to, declared to be one of the project collective agreements under Part 3, Division 8.

ARTICLE 6 - Liaison Committee

- One or more Liaison Committees will be established by the Owner. A Liaison Committee will be comprised of representatives of the Owner and the Parties. The Owner, in consultation with the members of the Liaison Committee, will create rules of procedure for the Committee.
- 6.2 The role of the Liaison Committees will include:
 - (a) Providing advice and addressing any concerns relating to construction of the Project;
 - (b) Assisting in the development, implementation and administration of initiatives towards the enhancement of quality and productivity;
 - (c) Providing advice on the establishment of methods of resolving issues that the Parties are unable to quickly resolve;
 - (d) Coordinating activities with any contractors' association established in respect of the Project;
 - (e) Addressing such matters as are referred to it by this Agreement or by the Owner; and,
 - (f) Addressing with the Owner any issues arising out of the application of any policies, including drug and alcohol policies and accommodation policies.

- 6.3 The Liaison Committees will respect the roles and responsibilities of all Parties relating to collective bargaining, and administration of this Agreement. The Parties and the Owner, acting together, have the power to replace members of the Liaison Committees.
- 6.4 The Owner may establish additional committees comprised of representatives of the Owner and the Parties to provide advice, establish policies and rules, and/or resolve issues relating to camp conditions, health and safety matters, and any other issues the Parties deem appropriate. The Owner will establish: terms and conditions of reference for the committees giving due recognition to the language and intent and purposes of this and other Agreements; rules of procedure for the committees to carry out its responsibilities; and, processes to ensure that decisions of the committees that affect this Agreement and other agreements are recommended to the Parties for incorporation into this or other agreements.

ARTICLE 7 - Hours of Work and Scheduling

- 7.1 For the purposes of this Agreement, those Articles in the Registration Collective Agreements relating to hours of work, shift scheduling, and overtime do not apply to this Agreement except where expressly stated below.
- 7.2 The following hours of work and scheduling prerogatives shall apply:
- (a) The following Articles are intended to identify 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 week, or with respect to days of work in any week.
- (b) The regular work week shall consist of forty (40) hours of work in accordance with the relevant Registration Collective Agreement, except for Employees who are directed to work Shift Cycles pursuant to Articles 7.2(c) and 7.2(d) below.
- (c) Recognizing that, due to heavy manpower demands for Alberta construction projects, it may be necessary to establish schedules that accommodate travel to

and from the Projects, the Owner may institute the shift cycles under Schedules 1, 2, 3 or 4 attached to this Agreement (the "Shift Cycles"). Other Shift Cycles, and the premium pay in respect to such cycles, may be established by the Parties, and will become effective when the Owner approves such in writing.

- (d) The Shift Cycles in this Agreement, and any alternate Shift Cycles which may be established by the Parties, will become effective when the Owner approves such a Shift Cycle in writing.
- (e) The Owner and Employers may direct which, if any, Shift Cycles Employees will work. Employers will communicate Shift Cycles to their Employees on or before the day they begin Work on the Projects. Employees will be notified of any Shift Cycle change by their Employers no later than the end of the first day worked in the Shift Cycle immediately preceding the change, unless an Employer and the affected Unions agree on shorter notice.
- (f) The Owner will determine or approve changes to the start time, end time, or the number of shifts for each day. Employers must request the Owner's approval of a change at least four (4) hours before the end of the preceding shift. The Owner will respond to the request within two (2) hours of the request. If the Owner does not respond, the requested change is not approved.
- (g) Employers must provide notice to Employees of the addition or deletion of an entire shift at least three (3) days prior to the effective date of the addition or deletion. Failure of an Employer to give the notice required in this Article will result in affected Employees being paid one and one-half (1.5) times their base wage rate for all regularly scheduled hours on their next day of work. This provision expressly does not apply to the deletion of a shift arising out of a direction from the Owner in the event of the cancellation of the Work, or a portion thereof.
- (h) The Owner will determine or approve changes to the start time, end time, or the number of shifts for each day. The initial, first shift, will start at 7:30 a.m., and

this start time can only be changed by up to one and one-half (1.5) hours in either direction. Employers must request the Owner's approval of a change at least four (4) hours before the end of the preceding shift. The Owner will respond to the request within two (2) hours of the request. If the Owner does not respond, the requested change is not approved.

- (i) A second shift may be scheduled by an Employer, provided that it has been approved by the Owner.
- (j) The second shift may commence between 3:00 p.m. and midnight. The hourly rate for Employees shall be as set out in the relevant Registration Collective Agreement. In no event shall this hourly rate be greater than the applicable overtime rate plus shift differential.
- (k) When an Employee loses a regular day through the implementation or termination of shift work, then the Employee shall be paid a regular shift's pay for the day lost.
- (I) Where the assignment of an Employee is changed during a Shift Cycle from a first shift to a second shift, or vice versa, the Employer must provide notice of at least three (3) days prior to the effective date of the change. Failure of an Employer to give the notice required in this paragraph will result in affected Employees being paid one and one-half (1.5) times their base hourly wage for all regularly scheduled hours on their next shift. Employees qualifying for this pay will not receive the pay in the prior paragraph.

7.3 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, are not voluntary.
- (b) Except in emergency situations, in consideration of an extended work schedule and the remoteness of the Projects, an Employee shall have the prerogative of declining a request to work overtime on a day that is designated as a day of rest.

- (c) Employers will attempt to distribute unscheduled overtime work evenly among Employees who normally perform the work, and who indicate they wish to work overtime.
- (d) Overtime other than that scheduled as part of a Shift Cycle, must be approved by the Owner. All overtime other than overtime worked as part of a Shift Cycle will be paid pursuant to the relevant provisions in the relevant Registration Collective Agreement.

7.4 Breaks and Meals

- (a) There will be two (2) paid coffee breaks of fifteen (15) minutes duration on each ten (10) hour shift. Employees required to work beyond ten (10) hours in a day will be provided with an additional coffee break of fifteen (15) minutes.
- (b) Employees will be given an unpaid meal period of one-half (1/2) hour per shift.
- (c) Subject to approval by the Owner, an Employer may combine the breaks and meal period and instead provide two (2) one-half (1/2) hour paid breaks during a shift.
- (d) Where Employees are scheduled to work in excess of ten (10) hours in a single shift, they shall be provided with a suitable meal or, at the Employer's option, payment in accordance with the relevant Registration Collective Agreement and every four (4) hours thereafter until the shift is ended. Where the Employer is paying subsistence, this clause shall also apply.
- (e) Where Employees are not scheduled, but required to work beyond twelve (12) hours in a day, the Employer will provide an additional meal period of one-half (1/2) hour and a meal, hot where possible.
- (f) In the case of an emergency situation, or where the Employer has not scheduled in excess of the ten (10) hour shift, the Employer will be granted a two (2) hour extension where the Employer need not supply a hot meal.

(g) Payment for breaks, including meal breaks, taken pursuant to Article 2.5(d) will be as per the relevant Registration Collective Agreement.

7.5 Reporting for 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) The Employer 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 lunch periods and rest break periods.
- (d) Employers shall establish appropriate processes for ensuring that the above commitments are maintained.

7.6 Variances

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 Projects.

7.7 Site Closures

In consultation with the Parties, the Owner may require that periods are scheduled during which construction activity on the site will be suspended during such periods as the Christmas/New Year's period, and it may also be required that the continuance of the activities of certain Employees or groups of Employees whose presence on the site is necessary during such periods may be scheduled.

ARTICLE 8 - Transportation and Travel

8.1 For the purposes of this Agreement, the provisions in those Articles in the Registration Collective Agreements relating to transportation and traveling expenses do not apply to this Agreement, and the terms contained in Schedules 6 and 7 of this Agreement are substituted in place thereof.

ARTICLE 9 - Accommodation

9.1 For the purposes of this Agreement, the provisions in those Articles in the Registration Collective Agreements relating to accommodation and accommodation allowances do not apply to this Agreement except where expressly stated below.

9.2 General

- (a) Employers will provide camp accommodation or a Living out Allowance ("LOA") to Employees whose Principal Residence is outside of an 85 kilometer (km) radius from the site of the Work being performed. Employees up to and including the level of General Foreman will be eligible for camp accommodation. The Owner has the sole discretion to determine which Employees will be provided with camp accommodation or an LOA, and to determine a standard LOA for all employees on the Projects.
- (b) Camp facilities and catering services will be of a comparable standard for all camps.
- 9.3 The following are camp accommodation conditions:
- (a) Self-packed bag lunches (mid-shift meals) will be made available to camp residents prior to leaving camp for the start of the shift.
- (b) The Owner's camp policy and rules will apply to all Employees staying in camp accommodation on the Projects site.

- (c) The Liaison Committee will provide advice on and/or resolve issues relating to on-site camp conditions and disputes. The mandate of this committee will be defined by the Owner in the camp policy and rules.
- (d) The Liaison Committee will not take any actions, provide any advice or make any resolutions which are contrary to this Agreement or any of the Owner's polices or rules.
- 9.4 Any rights of access to Project camp accommodations created by this Agreement, or any documents referred to in this Agreement are expressly subject to the rights of the Owner to assert its rights as Owner, manager, or occupant of the Projects and the camp management to deny or restrict access to the Projects accommodation to any person.
- 9.5 Employees will be required to check-out of camp accommodation the last day of their Shift Cycle, unless written permission to keep the room during a furlough is granted by the camp manager. Night shift and day shift checkout times will be posted in the camps. Where an Employee is requested to change rooms or camps by the Employer or the Owner during a Shift Cycle, they will be paid two (2) hours at regular rates of pay to carry out the move.
- 9.6 Secure storage at the camps will be provided for Employee personal belongings.
 Employee is responsible for providing his/her own lock.
- 9.7 Facilities, including lockers and showers, are provided at the worksite for use prior to departure from the Project site at the end of a Shift Cycle.

9.8 Local Residents

Local Residents shall not be entitled to camp accommodations or benefits, midshift bagged meals, or LOA.

9.9 Camp Grievances

The standards as set out in the Camp Grievance Procedure and Camp Conduct and Procedural Rules in the Camp Rules and Regulations Agreement will apply to any on-site camp where all of the resident Employees are Building Trade Employees. Any differences respecting camp accommodations, or meals, or other camp issues shall be resolved by the Liaison Committee.

ARTICLE 10 - General Holidays

- 10.1 General holidays and payment of general holiday pay shall be as is set out in the relevant Registration Collective Agreements, with the exception of the provisions which follow. The Owner will establish days of observance.
- 10.2 Notwithstanding anything to the contrary in any Registration Collective Agreements:
- (a) Subject to the Owner's approval, Employees may be required to work on any general holiday that falls on a day which would normally be a work day in their Shift Cycle. Employees who work on the general holiday will be paid for all hours worked on that day pursuant to the provisions of the relevant Registration Collective Agreement.
- (b) A General Holiday that falls during a "vacation", or during a "furlough" (being one or more weeks off following a Shift Cycle), will be deemed to have been observed on the day on which it falls, and will not affect the date of the return to a Shift Cycle, nor the rate of pay for that date. Notwithstanding the foregoing, in the year 2012, if Canada Day and/or Remembrance Day occur on the first or second day of a furlough, those holidays will be observed on the first day that the worker would have been scheduled to resume his or her Shift Cycle. If this Agreement remains in effect beyond December 31st, 2016, the observance of Canada Day and Remembrance Day in subsequent years will be addressed by the Liaison Committee.

(c) All other issues relating to payment of general holiday pay will be pursuant to the provisions of the relevant Registration Collective Agreement.

ARTICLE 11 - Pre-Job Conferences

11.1 Prior to the start of each Employer's Work on the Projects, a pre-job conference will be held between the Employer and those Unions who have bargaining relationships with the Employer to determine all site-specific issues. The pre-job report will be presented to the Owner for approval.

ARTICLE 12 - Apprentice Ratio

12.1 The Unions agree to cooperate in attaining the optimal training and deployment of 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 year through to fourth year.

ARTICLE 13 - Jurisdiction

13.1 This Agreement shall be governed by the laws of Alberta.

ARTICLE 14 - Duration and Renewal of Agreement

- 14.1 The Parties agree that this Agreement becomes effective upon execution of this Agreement and will continue in effect as an addendum to the Registration Collective Agreements, as renewed or amended from time to time, until the later of April 30, 2015 or the completion of Work on the Projects.
- 14.2 In the event a referenced Registration Collective Agreement ceases to be in effect during any period during which this Agreement remains in effect, then the

- applicable provisions of the most recent Registration Collective Agreement shall apply, until such time as a new Registration Collective Agreement comes into effect.
- 14.3 The Parties may negotiate changes to this Agreement. The said changes shall require the Owner's approval in writing.
- 14.4 There will be no strikes, lockouts, work stoppages, work slowdowns, or other action designed to limit output in respect of the Work for the duration of this Agreement. Should any of the Unions, Employees or Employers become engaged in any strike or lockout elsewhere in Alberta, the strike or lockout will not affect the Work.
- 14.5 Each REO and each Union agree that should they attempt to change, alter or vary the terms of this Agreement or to propose that this Agreement not be attached to and form part of a new Registration Collective Agreement, the other Party or the Owner is entitled to obtain an immediate injunction or declaration or other order from a court or other decision making body which will permanently prohibit any attempt to change, alter, or vary this Agreement, or to require the offending Party to propose that this Agreement be included in any new Registration Collective Agreement.
- 14.6 This Agreement shall be reviewed by the Parties from time to time in consultation with the Owner.

ARTICLE 15 - Transfer of Employees

15.1 The Unions agree that, should an Employee working on the Projects be subject to layoff by his Employer, such Employee may be transferred to another Employer, subject to any restrictions in the relevant Registration Collective Agreement.

ARTICLE 16 - No Ratification

16.1 The Unions represent that no membership ratification is needed to bring this Agreement into effect.

ARTICLE 17 - Site Access

17.1 The Unions hereby agree not to use their access to the Project sites 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 - Dispute Resolution

- Disputes or other grievances relating to Work on the Projects which arise solely out of the interpretation or application of a Registration Collective Agreement will be resolved pursuant to the provisions of that Registration Collective Agreement, provided that the Owner shall be given notice of such grievances by the Employer, and shall be informed at or around the time the grievance is filed by a Union or an Employee of the facts or allegations which give 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 Owner with the particulars of the settlement. In the event the grievance proceeds to arbitration, the Union shall give the Owner and the Employer concurrent notice of the date and location of the hearing, and the Owner shall have the opportunity to attend the hearing.
- 18.2 Disputes or other grievances relating to Work on the Projects 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 Registration Collective Agreement, modified as follows:

(a) The Owner shall be given immediate notice of such grievances and shall be informed by the Union at or around the time the grievance is filed of the facts or allegations which give rise to the grievance;

...

- (b) The Owner 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 Owner; and,
- (d) No relief will be granted against the Owner in any proceeding instituted under this Article.
- 18.3 Whenever possible, the Parties shall attempt to address and resolve disputes prior to the filing of a formal grievance by seeking advice and direction from the Liaison Committee.

The remainder of this Agreement consists of Execution pages for each of the Parties to this Agreement, and Schedules 1 through 7, all of which form a part of this Agreement.

This Agreement may be executed in counterpart.	
DATED this _29_ day of _ ?1 2011.</td	
Per:	
Per:	

This Agreement may be executed in counterpart.
DATED this 29 day of SEFTEMBER 2011.
Per: Canal Contractors Association
President.
Per:

IN WITNESS WHEREOF this Agreement has been executed by the following party on the day and year indicated below.

DATED this 13 day of FEB 2011.
ALBERTA CRANE OWNERS ASSOCIATION Per:
V June 1
Per: TERRY DANDERFER

This Agreement may be executed in counterpart.

the day and year indicated below.
This Agreement may be executed in counterpart.
DATED this 13 day of September 2011.
OPERATIVE, PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION, LOCAL 222, Per:
Per:

This Agreement may be executed in counterpart.
DATED this 28 day of September 2011.
Per: A Poly
Per:

PROJECT TERMS FOR CERTAIN ATCO TRANSMISSION PROJECTS (BUILDING TRADE UNION AGREEMENT) Execution Page

the day and year indicated below.
This Agreement may be executed in counterpart.
DATED this 8 th day of September 2011.
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 424 IBEW 424 by executing this agreement this 8 th of Sept acknowledges that this is the agreement that it agrees to with ECAA
Per:
Per:

This Agreement may be executed in counterpart.
DATED this 3rd day of october 2011.
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955
Per:
Per:

This Agreement may be executed in counterpart.
DATED this 30 day of SEPT 2011.
Per: John Descasions
Per:

PROJECT TERMS FOR CERTAIN ATCO TRANSMISSION PROJECTS

Execution Page

IN WITNESS WHEREOF this Agreement has been executed by the following parties on the day and year indicated below.

This Agreement may be executed in counterpart.

DATED this / day of Lobo Dev 2011.

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION

CARPENTERS (PROVINCIAL) TRADE DIVISION (Registration Certificate #51)

Per:

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION

CEMENT MASONS (PROVINCIAL) TRADE DIVISION (Registration Certificate #43)

Per: Mhhmm

CONSTRUCTION LABOUR RELATIONS – AN ALBERTA ASSOCIATION IRONWORKERS - REINFORCING (PROVINCIAL) TRADE DIVISION (Registration Certificate #47)

Per: //hmy

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION IRONWORKERS - STRUCTURAL (PROVINCIAL) TRADE DIVISION (Registration Certificate #48)

Per:

CONSTRUCTION LABOUR RELATIONS – AN ALBERTA ASSOCIATION

LABOURERS (PROVINCIAL) TRADE DIVISION (Registration Certificate #57)

Per: //www.

CONSTRUCTION LABOUR RELATIONS - AN ALBERTA ASSOCIATION

OPERATING ENGINEERS (PROVINCIAL) TRADE DIVISION (Registration Certificate #24)

Per: Alamana

the day and year indicated below.
This Agreement may be executed in counterpart.
DATED this 30 day of Sept. 2011.
GENERAL TEAMSTERS LOCAL UNION #362, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS Per:
Per:

the day and year indicated below.
This Agreement may be executed in counterpart.
DATED this 19 day of September 2011.
UNITED ROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, LOCAL 1325 ALBERTA REGIONAL COUNCIL OF CARPENTERS & MULES WORKERS, Per:
Per:

the day and year indicated below.	
This Agreement may be executed in counterpart.	
DATED this 28 day of Sylemp 2011.	
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUC REINFORCING IRON WORKERS, LOCAL 720	TURAL, ORNIMENTAL AND
Per:	
Per: Ha Clar Latoway	

This Agreement may be executed in counterpart.
DATED this 27 day of Shaptarsker 2011.
CONSTRUCTION AND SPECIALIZED WORKERS UNION, LOCAL 1111 Per: Kury Martin
Per:

PROJECT TERMS FOR CERTAIN ATCO TRANSMISSION **PROJECTS Execution Page**

IN WITNESS WHEREOF this Agreement has been executed by the following party on

the day and year indicated below.
This Agreement may be executed in counterpart.
DATED this 28 day of September 2011.
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNIMENTAL AND REINFORCING IRON WORKERS, LOCAL 725
Per:
Per:

PROJECT TERMS FOR CERTAIN ATCO TRANSMISSION PROJECTS Execution Page

IN WITNESS WHEREOF this Agreement has been executed by the following party on the day and year indicated below.

This Agreement may be executed in counterpart.
DATED this 4 day of Novansan 2011.
ATCO ELECTRIC LTD.
Per:
Per: Janes

Schedule 1 - "Five and Two" Shift Cycle

Commencing on a Monday, five (5) days of ten (10) hours of work per day, followed by two (2) days off, which will result in payment for forty (40) hours at the Employee's base wage rate, and ten (10) hours at one and one-half (1.5) times the amounts used to calculate overtime pay. For the sake of clarity, the Employee will be paid one and one-half (1.5) times for the ninth and tenth hours of work in a ten (10) hour shift. Straight time and scheduled overtime during the Shift Cycle are as follows:

Day	1	2	3	4	5	6	7
Straight Time	8	8	8	8	8	0	0
Overtime	2	2	2	2	2	0	0

This Shift Cycle will be referred to as the "Five and Two" Shift Cycle. The initial or final week may be split to accommodate travel arrangements. Such travel arrangements and days of work shall be clearly communicated by the Employer to the Employee prior to the commencement of the "Five and Two" Shift Cycle.

This Shift Cycle may also be compressed into four (4) days in a week, with ten (10) hours of straight time work per day, and any hours worked outside of those ten (10) hours being paid in accordance with the overtime provisions of the applicable Registration Collective Agreements.

Work performed outside of the ten (10) scheduled hours of work in a day or on a scheduled day of rest will be paid in accordance with the overtime provisions of the applicable Registration Collective Agreements.

The Work Week for this Shift Cycle commences on the first day of work in the Shift Cycle.

Schedule 2 - "Ten and Four" Shift Cycle

Commencing on a Monday, Tuesday or Wednesday, ten (10) days of ten (10) hours of work per day, followed by four (4) days off, which will result in payment for seventy (70) hours at the Employee's base wage rate, and thirty (30) hours at one and one-half (1.5) times the amounts used to calculate overtime pay. For the sake of clarity, the Employee will be paid one and one-half (1.5) times for the first scheduled hour of work in a ten (10) hour shift and for the ninth and tenth scheduled hours of work in a ten (10) hour shift. Straight time and scheduled overtime during the Shift Cycle are as follows:

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Straight Time	7	7	7	7	7	7	7	7	7	7	0	0	0	0
Overtime	3	3	3	3	3	3	3	3	3	3	0	0	0	0

This Shift Cycle will be referred to as the "Ten and Four" Shift Cycle. The initial or final week may be split to accommodate travel arrangements. Such travel arrangements and days of work shall be clearly communicated by the Employer to the Employee prior to the commencement of the "Ten and Four" Shift Cycle.

Work performed outside of the ten (10) scheduled hours of work in a day or on a scheduled day of rest will be paid in accordance with the overtime provisions of the applicable Registration Collective Agreements.

Notwithstanding that Employees may start work under the Shift Cycle on the days of the week out above, the Work Week for this Shift Cycle commences on the Sunday immediately preceding the first day of work in the Shift Cycle.

Schedule 3 - "Fourteen and Seven" Shift Cycle

Commencing on a Monday, Tuesday, Wednesday, Thursday or Friday, fourteen (14) days of ten (10) hours of work per day, followed by seven (7) days off, which will result in payment for ninety one (91) hours at the Employee's base wage rate, and forty nine (49) hours at one and one-half (1.5) times the amounts used to calculate overtime pay. For the sake of clarity, the Employee will be paid one and one-half (1.5) times for the first scheduled hour of work in a ten (10) hour shift, with the remaining daily overtime hours being the last hours in the shift. Straight time and scheduled overtime during the Shift Cycle are as follows:

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Straight Time	7	7	6.5	6.5	6.5	6.5	6	6	6	6.5	6.5	6.5	6.5	7	0	0	0	0	0	0	0
Overtime	3	3	3.5	3.5		3.5	4	4	4	3.5	3.5	3.5	3.5	3	0	0	0	0	0	0	0

This Shift Cycle will be referred to as the "Fourteen and Seven" Shift Cycle. The initial or final week may be split to accommodate travel arrangements. Such travel arrangements and days of work shall be clearly communicated by the Employer to the Employee prior to the commencement of the "Fourteen and Seven" Shift Cycle.

Work performed outside of the ten (10) scheduled hours of work in a day or on a scheduled day of rest will be paid in accordance with the overtime provisions of the applicable Registration Collective Agreement.

Notwithstanding that Employees may start work under the Shift Cycle on the days of the week out above, the Work Week for this Shift Cycle commences on the Sunday immediately preceding the first day of work in the Shift Cycle.

Schedule 4 - "Twenty and Eight" Shift Cycle

Commencing on a Monday, Tuesday, Wednesday, Thursday or Friday, twenty (20) days of ten (10) hours of work per day, followed by eight (8) days off, which will result in payment for one hundred twenty eight (128) hours at the Employee's base wage rate, and seventy two (72) hours at one and one-half (1.5) times the amounts used to calculate overtime pay. For the sake of clarity, the Employee will be paid one and one-half (1.5) times for the first scheduled hour of work in a ten (10) hour shift, with the remaining daily overtime hours being the last hours in the shift. Straight time and scheduled overtime during the Shift Cycle are as follows:

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Straight Time	7	7	7	7	6	6	6	6	6	7	7	6	6	6	6	6	6	6	7	7	0	0	0	0	0	0	0	0
Overtime	3	3	3	3	4	4	4	4	4	3	3	4	4	4	4	4	4	4	3	3	0	0	0	0	0	0	0	0

This Shift Cycle will be referred to as the "Twenty and Eight" Shift Cycle. The initial or final week may be split to accommodate travel arrangements. Such travel arrangements and days of work shall be clearly communicated by the Employer to the Employee prior to the commencement of the "Twenty and Eight" Shift Cycle.

Work performed outside of the ten (10) scheduled hours of work in a day or on a scheduled day of rest will be paid in accordance with the overtime provisions of the relevant Registration Collective Agreement.

Notwithstanding that Employees may start work under the Shift Cycle on the days of the week out above, the Work Week for this Shift Cycle commences on the Sunday immediately preceding the first day of work in the Shift Cycle.

Schedule 5 – Other Terms and Conditions

1. Supervision:

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 Projects within the scope of this Agreement. Employees showing leadership potential will be encouraged to accept the role of foreman as needed on these projects and will be provided with the training and mentoring to make them successful.

2. Hiring Practices:

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

Employees who are not residents of Alberta, or who are not members of a Union, but who are qualified under industry-recognized supervisory training programs, are eligible to act as general foremen, working foremen, lead hands, or for any other position where one of the duties involves supervision of other Employees.

Employers and the Unions agree to cooperate in optimizing the use of apprentices on the Projects and will accept persons qualified to become apprentices. Where practicable, the ratios of apprentices to journeymen will be maintained throughout the duration of the job and shall provide for a spectrum of apprentices from the first year through to fourth year (as appropriate to the respective Trade).

The Parties recognize that, due to potential shortages of qualified labour during the execution of the Projects, it may be necessary for some Employers to hire some Temporary Foreign Workers. In consultation with affected Unions, the Owner and the affected Employers will establish protocols for hiring Temporary Foreign Workers. A Temporary Foreign Worker hired pursuant to this provision will be employed under the terms of this Agreement and those of the applicable Registration Collective Agreement.

Generally, and subject to operational requirements, Employees are to be procured in the following order, Alberta, Western Canada, Canada and Internationally. This is not a guarantee of hiring practices but rather a statement of the mutual intent of the parties.

3. Site Stability:

It is a violation of this Agreement for the Parties, Employers, and Employees to do anything to harm, delay, or otherwise impede construction of the Projects. Any person engaging in such conduct will be subject to immediate removal from the Projects site.

The Owner may establish policies respecting access to the Projects' sites. All Employees and Union representatives will be required to undergo such orientations, and agree to such access policies as the Owner may require.

The Parties recognize that because there will be employees represented by various unions working on the Projects; 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 Projects site should they engage in any such activities.

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

4. Site Policies:

The Owner may establish policies relating to health, safety (including alcohol and drug policies), environment, and other matters relating to management of the Projects site, which will 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 Registration Collective Agreement. The provisions of this Article do not take away any rights the Unions or an individual would ordinarily have to challenge such policies.

5. Cooperative Initiatives:

The Parties will cooperate in establishing and implementing: appropriate training, upgrading, and mentoring programs for job stewards, apprentices, supervisors and for other Employees who wish to enhance or increase their skills, abilities and qualifications; programs allowing Employers operating modular assembly yards on the Projects site to maximize the productivity of their Employees by making effective use of manpower, skills, composite crew arrangements or skill enhancements; and, programs to facilitate timely and effective resolution of workplace disputes.

Schedule 6 - Travel and Transportation

- As a general rule, Employees will not be entitled to park their vehicles at the Project sites or at any Project camp. The Owner or camp manager may, in their sole discretion, allow specific Employees to park at the Project site or at their camp.
- 2. Subject to direction by the Owner, Employers have a choice to either provide transportation to their Employees, or travel allowances based on the location of the Employee's Principal Residence, as set out in Schedule 7.

3. Where Transportation is Provided by an Employer

- (a) Where the Employer elects to provide transportation, the Employee will be provided a travel schedule from their Employer. It is the Employee's responsibility to make arrangements to meet these schedules.
- (b) Employees will be provided transportation on the day before or the day of commencement of work during their Shift Cycle and as soon as possible following completion of their Shift Cycle.
- (c) In the event of missed transportation, the Employee is not entitled to compensation for hours missed.

General

- Where an Employee is laid off during his days off, the Employer will assume responsibility to promptly return all the Employee's personal effects and tools to his Principal Residence at no cost to the Employee.
- 2. All references in Schedule 7 to distances are radial (straight-line) distances, not road distances.
- 3. Disputes over where an Employee's Principal Residence is will be submitted and decided by the Liaison Committee.

Schedule 7 - Travel Allowances

Travel Assistance within Canada and Internationally	Zones	Total Initial In	Terminal Out	Rotational Travel	Daily Travel
Resident workers that reside within a 45 km radius of the daily pick-up points	1	\$0.00	\$0.00	\$0.00	\$0.00
Resident workers that reside between 45 km and 85 km radius of the daily pick-up points	2	\$0.00	\$0.00	\$40.00	\$40.00
From 86 km radius to 200 km radius	3	\$84.00	\$84.00	\$84.00	\$0
From 201 km radius to 300 km radius	4	\$132.00	\$132.00	\$132.00	\$0
From 301 km radius to 375 km radius	5	\$158.00	\$158.00	\$158.00	\$0
From 376 km radius to 475 km radius	6	\$236.00	\$236.00	\$236.00	\$0
From 476 km radius to 600 km radius	7	\$363.00	\$363.00	\$363.00	\$0
From the 600 km radius to the balance of Saskatchewan	8	\$425.00	\$425.00	\$425.00	\$0
From the 600 km radius to the balance of British Columbia	8	\$425.00	\$425.00	\$425.00	\$0
Manitoba	9	\$483.00	\$483.00	\$483.00	\$0
Ontario West of Longitude 81 Degrees (Sudbury Area) NWT and Yukon	10	\$598.00	\$598.00	\$598.00	\$0
Ontario East of Longitude 81 degrees (Sudbury Area)	11	\$655.00	\$655.00	\$655.00	\$0
Quebec	12	\$713.00	\$713.00	\$713.00	\$0
Maritimes except Newfoundland	13	\$828.00	\$828.00	\$828.00	\$0_
Newfoundland	14	\$943.00	\$943.00	\$943.00	\$0_
United Kingdom & Ireland (Eire)	14	\$943.00	\$943.00	\$943.00	\$0
All other International locations except USA	15	\$1,173.00	\$1,173.00	\$1,173.00	\$0

Travel Assistance within USA	Zones	Total Initial In	Terminal Out	Rotational Travel	Daily Travel
Washington State, Oregon, Idaho, Montana and Wyoming	8	\$425.00	\$425.00	\$425.00	\$0_
Nevada, Utah, Colorado, North Dakota, South Dakota, Nebraska and Kansas	9	\$483.00	\$483.00	\$483.00	\$0
California, Arizona, New Mexico, Minnesota, Wisconsin, Iowa, Missouri, Illinois, Arkansas, Oklahama and Alaska	10	\$598.00	\$598.00	\$598.00	\$0

Texas, Michigan, Ohio, Indiana, Kentucky,	· ·				
Tennessee, Louisiana, Mississippi, Alabama	11	\$655.00	\$655.00	\$655.00	\$0
Georgia, South Carolina, North Carolina,					
West Virginia, Virginia, Pennsylvania, New		[
York, Maine, Massachussets, Rhode Island,					
Connecticut, New Hampshire, Maryland, New		<u> </u>			
Jersey, Vermont, Delaware, District of					
Columbia	12	\$713.00	\$713.00	\$713.00	\$0
Florida	13	\$828.00	\$828.00	\$828.00	\$0
Hawaii	14	\$943.00	\$943.00	\$943.00	\$0

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Initial Travel paid on first Pay cheque

Terminal out paid only on "Shortage of Work" Lay-off, and not in the case of a termination, resignation, or other reason for termination of employment

Rotational allowances are paid for every Shift Cycle completed, and are pro-rated based on days worked in the Shift Cycle. For example, if the Employee works only 7 days in a "Ten and Four" Shift Cycle, the Employee will only receive seventy percent (70%) of the specified allowance. Days not worked due to inclement weather will not be used to prorate a rotational allowance.

Employees offered Employer provided transportation to the Project site are disentitled to Initial, Terminal and Rotational Travel allowances.