

# **SPECIAL PROJECT NEEDS AGREEMENT**

**for the**

## **PEMBINA PIPELINE CORPORATION CANADIAN DILUENT HUB (CDH 111) PROJECT**

**SPECIAL PROJECT NEEDS AGREEMENT**

ENTERED INTO THIS 15<sup>th</sup> DAY OF September 2016

BY AND BETWEEN:

**THE COORDINATING COMMITTEE OF REGISTERED EMPLOYERS'  
ORGANIZATIONS**  
(hereinafter referred to as "the Coordinating Committee")

- and -

**THE BUILDING TRADES OF ALBERTA**  
(hereinafter referred to as "the Council")  
(Collectively, the "Parties")

**WHEREAS** Pembina Pipeline Corporation [the "Owner"] intends to construct the Canadian Diluent Hub (CDH 111) Project [the "Project"].

**AND WHEREAS** this Project Labour Agreement (the "Agreement") will provide a forum through which key stake holders including contractors, unionized labour and the construction project owner may address issues of mutual concern;

**AND WHEREAS** this Agreement is beneficial to all of the stake holders in terms of communication and working relationships;

**AND WHEREAS** it is the expressed intention of all of the parties hereto that the execution of this Agreement in no way detracts from the bargaining authority of any Registered Employer Organization or any group of Trade Unions pursuant to a Registration Certificate or otherwise, nor does it in any way act as a surrender of any bargaining authority that any such group may hold.

**NOW THEREFORE IT IS AGREED** that the Employers' Organizations and the Unions have, based on the mutual understandings set out above, entered into the following terms and conditions of employment.

**Scope and Definition**

1. This Agreement shall be attached to and form part of each of the referenced Provincial Construction Collective Agreements between the respective registered employers' organizations and groups of trade unions. This Agreement shall only apply in respect of Employers and employees engaged in the General Sector of the construction industry.
2. This Agreement is intended to cover Capital Works as set out in Appendix 1 of this Agreement which Appendix shall be amended and updated from time to time in consultation with the Owner or Managing Contractor.

### **Duration and Application of Subsequent Collective Agreements**

3. The provisions of this Agreement shall continue until the Owner or Managing Contractor confirms the conclusion of the Project, notwithstanding that such event may take place after the expiry date of the existing Collective Agreement. It is the intention of the parties that the work encompassed by this Agreement shall continue without abatement by strike, lock-out, work slowdowns, or any other action designed to limit output.
4. As collective bargaining, pursuant to a Registration Certificate or otherwise, may take place in the construction industry which will affect terms and conditions of employment, save and except where the same are provided for 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.
5. 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 by the Employers' Organization and the Union or the successors of either.
6. Each Employers' Organization and each counterpart Union undertake to propose to the other and to agree with the other that this Agreement will be attached to and form part of the Collective Agreement that will be concluded pursuant to any round of construction collective bargaining entered into or initiated during any period during the duration of this Agreement.
7. Each Employers' Organization and each Local Union understand that representatives of the Coordinating Committee and of the Council together may negotiate changes to this Agreement. The said changes shall, after ratification by both the Coordinating Committee and the Council, be applicable pursuant to this Agreement. Such ratification shall be through whatever ratification process the Coordinating Committee and the Council shall each determine.

### **Part 3, Division 8 of the Alberta Labour Relations Code**

8. In the event that the Owner or Managing Contractor, at their discretion, apply pursuant to Part 3, Division 8 of the Code to have the Project or any part thereof designated pursuant to Section 196 of the Code and provided that under such designation the then existing terms of the Collective Agreements between the respective Unions and the Registered Employers' Organizations are designated as the Collective Agreement between the Principal Contractor and the affected Trade Unions, then the signatories to this letter will support such designation application and the Parties hereto and those bound by this Agreement, agree that the terms of such Project Collective Agreement or Agreements will, insofar as they apply to those Unions, Employers and Employees, consist of the then existing or most recent Collective Agreement or Agreements as modified by this Agreement.

### **No Bargaining Relationship for Project Owner**

9. It is understood by the parties hereto that no bargaining relationship is created by the Project 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 the Alberta Labour Relations Code. Similarly, where 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 Owner to any Collective Agreement with the Unions, the Building Trades of Alberta, or any affiliate of the Building Trades of Alberta.

### **Effective Date**

10. This Agreement shall become effective for each of the signatory trades below on the \_\_\_ day of September, 2016.

### **Review of Project Terms**

11. This Agreement shall be reviewed by the Parties from time to time in consultation with the Owner or Managing Contractor. Any modifications to this Agreement shall require the Owner or Managing Contractor designee's approval in writing.

### **Liaison Committee**

12. A Liaison Committee shall be established which shall meet on an informal basis at the call of any of the parties signatory hereto, but at least twice per year, 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.
13. The Committee shall consist of representatives of the Employer(s), each of which shall be designated by the Coordinating Committee and the Executive Director or his/her designate and business representatives of the affiliates of the Council, 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 Coordinating Committee 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 Owner will be entitled to participate fully in the proceedings of the Committee but will not be entitled to vote.
14. The responsibilities of the Liaison Committee shall include:
  - (a) Establishing terms of reference for the Liaison Committee giving due recognition to the language and intent and purposes of this Agreement.

- (b) Establishing rules of procedure for the Liaison Committee to carry out its responsibilities.
- (c) Establishing processes to ensure that decisions of the Liaison Committee that affect this Agreement are recommended to the parties for incorporation into this Agreement.
- (d) Establishing methods of resolving issues that the parties to and the persons bound by this Agreement are unable to quickly resolve.
- (e) Assisting in the development, implementation and administration of initiatives towards the enhancement of quality and productivity.
- (f) Addressing differences between any parties engaged on the Project respecting whether certain work is or is not “construction”.
- (g) Dealing with such matters as are referred to it by this Agreement.
- (h) Establish and implement programs and measures to accelerate the training and mentoring of supervisors, and candidates for supervisory positions.

It is the intention of the parties that the Liaison Committee shall provide for joint stewardship of key performance measures by labour, contractors and owner groups 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 of the Local Unions.

### **Basic Agreements**

15. The Parties Agree To:
- (a) Establish methods of resolving issues that the parties to and the persons bound by this Memorandum of Understanding are unable to quickly resolve;
  - (b) Assist in the development, implementation and administration of initiatives towards the enhancement of quality, productivity, safety, cost and schedule;
  - (c) Deal with such matters as are referred to it by the terms of this Memorandum of Understanding;
  - (d) Establish a forum, or forums through which commitments will be fulfilled.
16. The parties 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.

### **Daily Travel**

17. If buses are supplied for daily transportation, and if, based on an average during a reference week of 5 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 1 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.

### **Transportation Committee**

**18.**

- (a)** The Parties share a common interest in the safe, timely and efficient transportation of workers to and from all projects and in particular major projects adjacent to the major centres of Calgary and Edmonton. In recognition of this common interest the parties agree to establish a Project Transportation Committee (the “Committee”) comprised of 4 representatives chosen by the Coordinating Committee and 4 representatives chosen by the Building Trades Association. The Committee will be co-chaired by 1 representative from each of the Coordinating Committee and the Building Trades Association.
- (b)** The Committee will meet at least quarterly and otherwise as often as its mandate requires.
- (c)** The expenses incurred by the Committee will be shared jointly by the Coordinating Committee and the Building Trades Association.
- (d)** The mandate of the 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 project owners for implementation.
- (e)** In pursuit of its mandate, the Committee will commission a traffic expert to prepare a transportation report in respect to each major project adjacent to Calgary or Edmonton that includes recommendations for traffic control, the location of parking facilities, bussing or other mass transit strategies, and the location of ingress and egress roads.
- (f)** The Committee will endeavour to engage project owners to participate directly with it. In any event, prior to the commencement of work on the project the Committee will present its recommendations to the project owners and advocate for their implementation.
- (g)** The 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.

**19.** The Parties agree that they 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. Those matters are health and safety, site closures, pre-job markups, training and maximization of the practical use of apprentices, and where appropriate, trainees.

**20.** The Parties agree that they 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.

21. The Parties agree to discuss matters of mutual interest pertaining to the construction project with the objective of promoting and maintaining beneficial relations and co-operation between the parties, and to discuss and implement ways to make the construction project successful.
22. The Parties agree to support and participate in value-added programs such as Behavioral Based Safety, semi-automatic and automatic welding technologies, and productivity enhancement programs.

## APPENDIX 1

1. CAPITAL WORKS are defined as the Construction, as that term is defined in the *Alberta Labour Relations Code*, of that portion of the Project within the plant site battery limits, awarded under contract for construction by the Managing Contractor.
2. Capital Works shall specifically exclude the following:
  - (a) construction work in respect to any contracts awarded
    - (i) to non-Building Trades affiliated contractors, or
    - (ii) prior to the date of this Agreement unless specifically included by the Owner or Managing Contractor.
  - (b) work performed by the Owner's own forces, contractors and their subcontractors on activities associated with Plant operations and maintenance.
3. "Capital Works" pursuant to this Agreement will be deemed to be completed when the Owner has assumed possession of such work or component portion. If a contractor performs construction work in respect of an aspect of the project after it is assumed by the owner, then the Owner or Managing Contractor may choose to declare that this agreement also applies to that work.
4. The Owner or Managing Contractor may amend this Appendix at its discretion.



## APPENDIX 2: Employers' Organizations and Local Unions

1. This Appendix of collective agreements is attached to and forms part of the Agreement for the Project.
2. In the event any of the noted registration certificates is revoked during the term of this Agreement, or in the event there is a change in the employers' organization authorized to carry on bargaining for a representative group of employers, representatives of the Council and of the Coordinating Committee shall meet with the affected Local Union and the affected Employers to identify the Employers' Organization which shall then be referenced. Failing agreement by these representatives, the question of which Employers' Organization shall be referenced shall be decided by a single arbitrator appointed by agreement of the Coordinating Committee and the Council, who shall render a decision within 1 week of his/her appointment.
3. For each of the below listed trade jurisdictions, the Local Union which shall be referenced shall be the Local Union or Unions having territorial jurisdiction over areas in which work is carried on pursuant to the Project Terms.

<u>Trade Jurisdiction</u>	<u>Parties</u>	<u>Registration Certificate</u>
General Construction Boilermakers:		#7
	<b>International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge #146, and Boilermaker Contractors' Association of Alberta</b>	
General Construction Carpenters:		#51
	<b>United Brotherhood of Carpenters and Joiners of America, Locals #1325, and #2103, and Construction Labour Relations - An Alberta Association Carpenters (Provincial) Trade Division</b>	
General Construction Cement Masons:		#43
	<b>Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Construction Labour Relations - An Alberta Association Cement Masons (Provincial) Trade Division</b>	
General Construction Electricians:		#52
	<b>International Brotherhood of Electrical Workers, Local #424, and Electrical Contractors Association of Alberta</b>	
General Construction Insulators:		#9
	<b>International Association of Heat and Frost Insulators and Asbestos Workers, Local #110, and Construction Labour Relations - An Alberta Association Insulators (Provincial) Trade Division</b>	

- General Construction Ironworkers - Reinforcing: #47  
**International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals #720 and #725, and Construction Labour Relations - An Alberta Association Ironworkers - Reinforcing (Provincial) Trade Division**
- General Construction Ironworkers - Structural: #48  
**International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals #720 and #725, and Construction Labour Relations - An Alberta Association Ironworkers - Structural (Provincial) Trade Division**
- General Construction Labourers: #57  
**Construction and General Workers' Local #92 and Construction and Specialized Workers' Local #1111, and Construction Labour Relations – An Alberta Association Labourers (Provincial) Trade Division**
- General Construction Millwrights: #49  
**Millwrights, Machinery Erectors and Maintenance Union, Local 1460 of the United Brotherhood of Carpenters and Joiners of America, and Construction Labour Relations - An Alberta Association Millwrights (Provincial) Trade Division**
- General Construction Operating Engineers: #24  
**International Union of Operating Engineers, Local Union No. 955, and Construction Labour Relations - An Alberta Association Operating Engineers (Provincial) Trade Division**
- General Construction Painters: #58  
**International Union of Painters and Allied Trades, Local #177, and Alberta Coating Contractors Association**
- General Construction Plasterers: #64  
**Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Construction Labour Relations – An Alberta Association Plasterers (Provincial) Trade Division**
- General Construction Plumbers and Pipefitters: #27  
**United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #179, #488, and #496, and Construction Labour Relations - An Alberta Association Mechanical (Provincial) Trade Division**
- General Construction Roofers: #59  
**Construction and General Workers' Local #92, Sheet Metal Workers' International Association, Local #8, and United Brotherhood of Carpenters and Joiners of America, Local #1325, and Construction Labour Relations – An Alberta Association Roofers (Provincial) Trade Division**

General Construction Sheet Metal Workers: #18  
**Sheet Metal Workers' International Association, Local #8 and Construction Labour Relations - An Alberta Association Sheet Metal (Provincial) Trade Division**

General Construction Sheeters, Deckers and Cladders: #13  
**Sheet Metal Workers' International Association, Local #8 and Construction Labour Relations - An Alberta Association Sheeters, Cladders and Deckers (Provincial) Trade Division**

General Construction Teamsters: #25  
**General Teamsters Local Union No. 362 Affiliated With the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Industrial Contractors Association of Alberta**

**Effective Date:**

This Special Project Needs Agreement has been declared to be effective on the 15<sup>th</sup> day of September, 2016 pursuant to the provisions of the Letter of Understanding for Special Project Needs Agreements as attached to and forming part of the Collective Agreements between each of the above named Parties.



**Letter of Understanding  
by and between**

**THE COORDINATING COMMITTEE OF REGISTERED EMPLOYERS'  
ORGANIZATIONS**  
[hereinafter referred to as "the Coordinating Committee"]

- and -

**THE BUILDING TRADES OF ALBERTA**  
[hereinafter referred to as "the Council"]  
[Collectively, the "Parties"]

**RE: Amendments to the Special Project Needs Agreement – Pembina Pipeline Corporation  
Canadian Diluent Hub (CDH 111) Project**

Whereas the Parties have entered into a Special Project Needs Agreement, which is currently in force and effect and;

Whereas the parties have subsequently determined that the Agreement requires certain amendments;

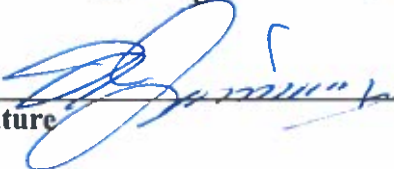
Now therefore it is agreed as follows:

**Option to Utilize Special Project Needs Agreement "Template A" Work Schedule 1**


1. In addition to the scheduling prerogatives in the respective Provincial Construction Collective Agreements, at the direction of the owner or managing contractor, Work Schedule 1 from Special Project Needs Agreement "Template A" may be implemented by an Employer.
2. When Work Schedule 1 (10 On/4 Off) from the Special Project Needs Agreement "Template A" is implemented, clauses 8 and 9 of Work Schedule 1 shall not apply.

All of which is agreed this 15<sup>th</sup> day of September, 2016:

**For the Coordinating Committee:**

  
Signature

**For the Council:**

  
Signature

**General Construction Ironworkers - Structural: Registration #48  
International Association of Bridge, Structural, Ornamental and  
Reinforcing Ironworkers, Local #720 and Construction Labour Relations - An  
Alberta Association Ironworkers - Structural (Provincial) Trade Division**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

**General Construction Labourers: Registration #57  
Construction and General Workers' Local #92 and Construction Labour Relations  
- An Alberta Association Labourers (Provincial) Trade Division**

  
Signature

JOHN DESROSIERS  
Name (please print)

**General Construction Plumbers and Pipefitters: Registration #27  
United Association of Journeymen and Apprentices of the Plumbing  
and Pipefitting Industry of the United States and Canada, Local #488 and  
Construction Labour Relations - An Alberta Association Mechanical (Provincial)  
Trade Division**

  
Signature

LARRY MATYCHUK  
Name (please print)

General Construction Carpenters: Registration #51

**United Brotherhood of Carpenters and Joiners of America, Local #1325 and  
Construction Labour Relations - An Alberta Association Carpenters (Provincial)  
Trade Division**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name (please print)

General Construction Operating Engineers: Registration #24

**International Union of Operating Engineers, Local Union No. 955, and Construction  
Labour Relations - An Alberta Association Operating Engineers (Provincial) Trade  
Division**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name (please print)





All of which is agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2016:

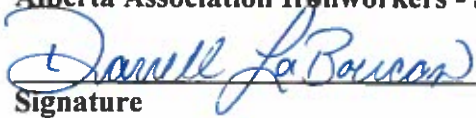
**For the Coordinating Committee:**

\_\_\_\_\_  
**Signature**

**For the Council:**

\_\_\_\_\_  
**Signature**

General Construction Ironworkers - Structural: Registration #48  
**International Association of Bridge, Structural, Ornamental and  
Reinforcing Ironworkers, Local #720 and Construction Labour Relations - An  
Alberta Association Ironworkers - Structural (Provincial) Trade Division**

  
**Signature**

  
**Name (please print)**

General Construction Labourers: Registration #57  
**Construction and General Workers' Local #92 and Construction Labour Relations  
- An Alberta Association Labourers (Provincial) Trade Division**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name (please print)**

General Construction Plumbers and Pipefitters: Registration #27  
**United Association of Journeymen and Apprentices of the Plumbing  
and Pipefitting Industry of the United States and Canada, Local #488 and  
Construction Labour Relations - An Alberta Association Mechanical (Provincial)  
Trade Division**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name (please print)**

