

**PROJECT TERMS**  
**for the**  
**SHELL CANADA AOSP SUITE OF**  
**CONSTRUCTION PROJECTS**

THIS AGREEMENT ENTERED INTO THIS \_\_\_<sup>TH</sup> DAY OF \_\_\_\_\_, 2005

BY AND BETWEEN:

**THE COORDINATING COMMITTEE OF REGISTERED  
EMPLOYERS' ORGANIZATIONS**  
ON BEHALF OF THOSE EMPLOYERS' ORGANIZATIONS LISTED  
IN SCHEDULE 1 AND ON BEHALF OF WHICH A  
REPRESENTATIVE HAS SIGNED THESE PROJECT TERMS

(hereinafter referred to as "the Coordinating Committee")

- and -

**THE ALBERTA & N.W.T. (DISTRICT OF MACKENZIE)  
BUILDING AND CONSTRUCTION TRADES COUNCIL**  
ON BEHALF OF THOSE LOCAL UNIONS LISTED IN SCHEDULE 1  
AND ON BEHALF OF WHICH A REPRESENTATIVE HAS SIGNED  
THESE PROJECT TERMS

(hereinafter referred to as "the Council")

- and -

**THE APPROPRIATE REGISTERED EMPLOYERS' ORGANIZATION OR  
EMPLOYERS' ORGANIZATION**

(hereinafter referred to as "the Employers' Organization" or "the Registered Employers'  
Organization")

- and -

**THE APPROPRIATE GROUPS OF BUILDING TRADES' UNION LOCALS**

(hereinafter referred to as "the Local Union")

WHEREAS Shell Canada Limited ("Shell"), together with partners ChevronTexaco and Western Oilsands, intends to construct major capital facilities as part of its AOSP Suite of Projects;

AND WHEREAS these Project Terms will provide for an uninterrupted supply of quality trades people for the duration of the AOSP Suite of Projects, bridging any labour negotiations or disruptions which may take place in the general construction industry;

AND WHEREAS these Project Terms are a recognition of organized labour as a key stakeholder in the overall success of the AOSP Suite of Projects;

AND WHEREAS these Project Terms will provide a forum through which key stakeholders including contractors, unionized labour and client may address issues of mutual concern;

AND WHEREAS these Project Terms are beneficial to all of the stakeholders in terms of communications and working relationships;

AND WHEREAS the Coordinating Committee and the Council have proposed and Shell has agreed to the need to establish the Project Terms as set out below;

AND WHEREAS the Employers' Organization and the Local Union have agreed to the Project Terms as set out below;

AND WHEREAS it is the expressed intention of all of the parties hereto that the execution of these project terms in no way derogates (detracts) from the bargaining authority of any Employers' 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 Council, the Coordinating Committee, the Employers' Organization, and the Local Union have, based on the mutual understandings set out above, entered into the following terms and conditions of employment (which shall be referred to as the "Project Terms").

## **A. BASIC AGREEMENTS**

### **1.00 Scope and Definition**

**The attached Collective Agreement shall govern the relationship in respect of the Shell Canada Limited ("Shell") AOSP Suite of Construction Projects (collectively, the "Projects") except as is modified by these Project Terms. Notwithstanding any provisions of the Project Terms, the Project Terms do not apply to work at or near Fort McMurray, Alberta. The Parties will continue their efforts towards achieving agreement on the considerations, terms and conditions for application of the Project Terms to work on the Muskeg River Mine and Jackpine Mine at or near Fort McMurray.**

1.01 These Project Terms are intended to cover Capital Works undertaken as part of the Shell AOSP Suite of Construction Projects. Capital Works are set out in Schedule 3, which schedule shall be amended and updated from time to time as

determined by Shell. This Agreement does not apply to work which is not "construction" work.

- 1.02 These Project Terms shall be construed so as to include on-site and off-site module and pre-assembly work which may be staged at other locations within the Province of Alberta, and Article 5.00 of these project terms shall apply to such module and pre-assembly work.
- 1.03 The provisions set out in these Project Terms shall apply to each Employer in respect to those of the Employer's employees engaged in construction on the Projects or any of them, by each employer for whom a Building Trades Union has established and retained or subsequently acquires and retains the right of collective bargaining. These Project Terms shall only apply in respect of Employers and employees engaged in the Specialty and the General sectors of the construction industry.

## **2.00 Purpose**

The parties to these Project Terms recognize and understand the specific labour relations needs of the Projects and, accordingly, have entered into these Project Terms for the purpose of ensuring those needs are met. The parties understand that the special and peculiar needs of the Projects include:

- (a) The need to establish and maintain harmony between the negotiation and administration pursuant to the Project Terms and the collective bargaining and collective agreement administration pursuant to Registration Certificates and bargaining authorizations in the balance of the Construction Industry in Alberta.
- (b) The need to maintain harmonious relations between the Project construction work force and the work forces engaged in the ongoing operation of the Shell sites and work forces engaged in other construction activities and in the maintenance and repair activities in respect to the facilities on the said sites, so that the effectiveness of all of the said work forces is enhanced.
- (c) The need to foster work practices which will yield cost effectiveness and high quality results, and fair compensation for all participants for productive and quality workmanship.
- (d) The need to establish and preserve stability and harmony in the labour management relationships among the parties and the employers and employees engaged on the Projects, so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions, and confrontations are not tolerated.

- (e) The need to enhance the early participation on the Projects and the work experience of the qualified trades people and construction workers that are resident in the areas of the Projects.
- (f) To increase the level of safety in the construction industry and on these Projects particularly.
- (g) The need to provide for mechanisms through which the Projects will be unaffected by any disruptions that may result from collective bargaining pursuant to registration certificates and authorizations to bargain collectively throughout the general and specialty sectors of the construction industry.

### **3.00 Application of Subsequent Collective Agreements**

- 3.01 The provisions of these Project Terms shall continue through to the conclusion of the AOSP Suite of Projects or until these Project Terms are terminated in accordance with the provisions of these Project Terms, whichever event shall first occur, notwithstanding that such events may take place after the expiry date of the existing Collective Agreement. It is the intentions of the parties that the work encompassed by these Project Terms shall continue without abatement by strike, lock-out, work slowdowns, or any other action designed to limit output.
- 3.02 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 these Project Terms, such variations in the resulting Collective Agreement shall be picked up for the AOSP Suite of Projects. Any applicable changes will be effective for the purposes of these Project Terms as and when such changes become effective pursuant to the resulting Collective Agreement.
- 3.03 In the event a referenced Collective Agreement ceases to be in effect during any period during which these Project Terms remain in effect, then the applicable provisions of the most recent Collective Agreement shall apply, until such time as a renewal agreement is entered in to by the Employers' Organization and the Local Union or the successors of either.
- 3.04 Each Employers' Organization and each counterpart Local Union agree that, by signing these Project Terms, each is estopped, for the duration of these Project Terms, from attempting to change, alter or vary these Project Terms.
- 3.05 Each Employers' Organization and each counterpart Local Union agree that should it attempt to change, alter or vary the terms of this or to propose that these Project Terms not be attached to and form part of a renewal collective agreement

concluded in respect to any such round of construction collective bargaining, that the other Party or the Council or the Coordinating Committee 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 these Project Terms, or to require the offending Party to propose that these Project Terms be included in any renewal agreement so concluded.

3.06 Each Employers' Organization and each counterpart Local Union undertake to propose to the other and to agree with the other that these Project Terms 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 these Project Terms.

3.07 Each Employers' Organization and each Local Union understand that representatives of the Coordinating Committee and of the Council together may negotiate changes to these Project Terms. The said changes shall require Shell's or Shell's designate's approval in writing, and shall, after ratification by both the Coordinating Committee and the Council, be applicable pursuant to these Project terms. Such ratification shall be by majority vote of the signatory affiliates of the Coordinating Committee and of the Council, respectively, through whatever ratification process the Coordinating Committee and the Council shall each determine.

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

In the event that Shell Canada Limited., at its discretion, applies pursuant to Part 3, Division 8 of the Code to have the AOSP Suite of Projects, or any of them 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 Local Unions and the Registered Employers' Organizations as modified by these Project Terms, 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 these Project Terms, agree that the terms of such Project Collective Agreement or Agreements will, insofar as they apply to those Local Unions, Employers and Employees, consist of the then existing or most recent Collective Agreement or Agreements as modified by these Project Terms.

#### **5.00 No Strikes or Lockout**

The Employers' Organization and the Local Union agree that in the event that any strike or lockout is commenced pursuant to Part 3 of the Alberta Labour Relations Code, such strike or lockout shall not apply to the AOSP Suite of Projects or any of them, and each of the Employers' Organization and the Local Union waive any

right they may have at law to commence or require that any such strike or lockout conducted under Part 3 apply to the AOSP Suite of Projects, or any of them.

#### **6.00 No Bargaining Relationship for Shell**

It is understood by the parties hereto that no bargaining relationship is created by Shell Canada Limited, or any of its project partners, with the Local Union, the Council, or any affiliate of the Council, by voluntary recognition or by action of law pursuant to Section 176 of the Alberta Labour Relations Code.

6.01 Similarly, where Shell, or any of its project partners, has participated in any way in the processes and administrative matters contemplated in these Project Terms, it is only for the purposes of this document 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 Shell and its project partners, or any of them, to any Collective Agreement with the Local Union, the Council, or any affiliate of the Council.

6.02 Where Shell Canada Limited or Shell are mentioned in this document, the terms shall be taken to mean the person or persons designated by Shell and/or its project partners in respect to participation in the administration of portions of this Project Agreement, wherever that context is appropriate.

#### **7.00 Duration**

These Project Terms shall have a five (5) year term from the effective date, and shall be automatically renewed at the completion of the initial term and shall continue on the same terms and conditions for successive five (5) year periods unless either the Council or the Coordinating Committee shall give notice, in writing, to the other party of its intention not to renew at least One Hundred and Twenty (120) days prior to the end of the term.

Notwithstanding any notice served in accordance with this article 7, the terms and conditions of these Project Terms shall remain in effect for any work which was tendered prior to the service of such notice, until the completion of such work.

#### **8.00 Review of Project Terms**

These Project Terms shall be reviewed by the Parties from time to time in consultation with Shell Canada Limited. Any modifications to these Project Terms resulting from a review shall require Shell's or Shell's designate's approval in writing, and shall be subject to the ratification provisions set out in article 3.07.

#### **9.00 Liaison Committee**

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 Projects and/or these Project Terms, with the objective of promoting and maintaining beneficial relations and cooperation between the parties, and of ensuring the achievement of the purposes of these Project Terms.

- 9.01 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 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 Shell and its project partners are entitled to participate in the affairs of the Liaison Committee. Persons appointed to the Liaison Committee by Shell will be entitled to participate fully in the proceedings of the Committee but will not be entitled to vote.
- 9.02 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 these Project Terms.
  - (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 these Project Terms are recommended to the parties for incorporation into these Project Terms.
  - (d) Establishing methods of resolving issues that the parties to and the persons bound by these Project Terms 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 Projects respecting whether certain work is or is not "construction".
  - (g) Dealing with such matters as are referred to it by these Project Terms.
  - (h) Establish and implement programs and measures to accelerate the training and mentoring of supervisors, and candidates for supervisory positions.



- (g) Any actions by the Liaison Committee that affect these Project Terms shall require Shell's or Shell's designate's approval in writing prior to such actions being undertaken.

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.

#### **10.00 Notice**

Notice given to any of the parties hereto shall, unless otherwise specified in these Project Terms, 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). 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. Each of the parties hereto shall keep the others informed as to a change of address, facsimile or phone number.

#### **B. HARMONY PROVISIONS**

The parties agree that in order to achieve appropriate working relationships amongst the various employers and Local Unions working on the AOSP Suite of Projects the following conditions shall apply and if any conflict exists between these conditions and the terms of the Collective Agreement between the Employers' Organization (or where there is no Employers' Organization respecting a trade jurisdiction, the Employer or Employers) and the Local Union, these Project Terms shall prevail:

#### **11.00 Hours of Work and Scheduling**

The hours of work shall be as set out in the Collective Agreement with forty (40) hours being the regular work week. In order that there should be consistency on the site between various affiliates of the Building Trades Council, 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.

**11.01 Regular Work Week**

- (a) Except as set out elsewhere in this article 11, the regular work day shall consist of eight (8) hours of work, which shall normally be worked between 8:00 a.m. and 4:30 p.m., Monday through Friday, with a one-half (1/2) hour non-paid meal break near the mid point of the work day.

Notwithstanding the foregoing, for work in the crane rental trade jurisdiction of the specialty construction sector, the regular working day shall consist of eight (8) consecutive hours of employment between 6:30 a.m. and 6:00 p.m., Monday to Friday inclusive, exclusive of one hour or one half hour for lunch. The starting time may be any time after 6:30 a.m. at the discretion of the Employer. All hours worked before or after the regular work day, Monday through Friday, shall be at the applicable overtime rate.

- (b) The Employer shall have the prerogative of varying the start/quit times by up to one (1) hour. Any further variances require the approval of the Liaison Committee.
- (c) When other shifts are scheduled, the work day scheduled in accordance with this Article shall be referred to as the "regular shift" or the "day shift".
- (d) Except as may be varied by these Project Terms, overtime shall be defined as set out in the Collective Agreement. Overtime hours scheduled as part of a shift cycle, or which have been scheduled with forty-eight (48) hours notice, are not voluntary. Reasonable and timely requests for exemptions will not be unreasonably withheld.
- (e) Employees shall be permitted ten (10) minutes near the mid-point of the first half of a shift and ten (10) minutes near the mid-point for the second half of a shift as "rest breaks" or "coffee breaks". The scheduling and location of such breaks shall be in accordance with reasonable site rules. In the event there is any difficulty in the implementation of such rules, such difficulties shall be addressed by the Liaison Committee.

**11.02 Shift Work**

- (a) The Employer may also schedule shifts for which the start times are between 12:00 noon and 4:00 a.m. To be classified as shift work rather than as overtime, such shifts must be scheduled for at least one (1) regular work week. The premium(s) for any such second ("evening") or third ("night") shifts shall be in accordance with the provisions of the Collective Agreement, to a maximum of two dollars and fifty cents (\$2.50) per hour. In no event shall the hourly rate be greater than the applicable overtime rate plus shift differential. The provisions of this clause (a) shall be reviewable annually by the Council and the Coordinating Committee on each anniversary of these Project Terms.
- (b) Employees shall be permitted ten (10) minutes near the mid-point of the first half of a shift and ten (10) minutes near the mid-point for the second half of a shift as "rest breaks" or "coffee breaks". The scheduling and locations of such breaks shall be in accordance with reasonable site rules. In the event there is any difficulty in the implementation of such rules, such difficulties shall be addressed by the Liaison Committee.

**11.03 Compressed Work Weeks**

- (a) The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, at straight time rates, with a one-half (1/2) hour non-paid meal break near the mid-point of the work day. The four (4) ten (10) hour days shall be scheduled during the Monday through Thursday period unless there is mutual agreement between the affected Employer or Employers and corresponding Local Union or Unions to alternative scheduling. Such compressed work weeks may be worked as "shift work" as is provided in article 11.02.

Notwithstanding the foregoing, for work in the crane rental trade jurisdiction of the specialty construction sector, there shall be additional flexibility in respect to the scheduling of compressed work weeks similar to that set out in 11.01(a) above respecting regular work weeks in respect to the scheduling of compressed work weeks.

- (b) Hours worked in excess of these ten (10) hour shifts shall be classified as overtime.
- (c) Employees shall be permitted fifteen (15) minutes near the mid-point of the first half of a ten (10) hour shift and fifteen (15) minutes near the mid-point for the second half of a ten (10) hour shift as "rest breaks" or "coffee breaks". The scheduling and locations of such breaks shall be in accordance with reasonable site rules. In the event there is any difficulty

in the implementation of such rules, such difficulties shall be addressed by the Liaison Committee.

#### **11.04 Coffee Breaks**

In addition to the "rest breaks" or "coffee breaks" provided for in Article 11.01(e), 11.02(c), and 11.03(c) above, when extended overtime is worked employees shall be permitted additional "rest breaks" or "coffee breaks" after each two hour period following each overtime meal break. The scheduling and locations of such breaks shall be in accordance with reasonable site rules. In the event there is any difficulty in the implementation of such rules, such difficulties shall be addressed by the Liaison Committee.

#### **11.06 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.

#### **11.07 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 Project. Any variations that are not permitted by the above Articles may be established by resolution adopted by the Liaison Committee.

#### **11.08 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 Shell or Shell's

designate approves such in writing, and such are ratified by the Coordinating Committee and by the Council, through whatever ratification process the Coordinating Committee and the Council shall each determine.

## **12.00 Site Closures**

In consultation with the Liaison Committee, Shell 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.

## **13.00 Hiring**

13.01 In addition to the hiring procedures that are set out in the Collective Agreement, the Local Union shall also use its 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 other than their initial clearance and, in such event, shall make every effort to use facsimile transmission, courier service or some other efficient means to avoid unnecessary travel, transportation and delay.

For the hiring of persons who will be engaged as foremen and general foremen, the Employer may exercise the name hiring or interview processes set out in the Collective Agreement.

13.02 In order to encourage supervisory training being undertaken by members of the Union, the Liaison Committee will encourage the development of certified competent supervisors who have taken such training as the Better SuperVision Program, the ACA Gold Seal, the Apprenticeship Board Advanced Business Certificate or other like programs, including working experience, and on a phased in basis, may allow preference of hire to such certified competent supervisors.

13.03 When trained, experienced and competent supervision from within the local union membership are employed, and further supervisors are required, and greater than sixty percent (60%) of the workers employed pursuant to a collective agreement in the subject trade is comprised of workers from outside the Local Union, the Employer may appoint trained, experienced and competent persons from sister local union jurisdictions as supervisors.

13.04 Where the Collective Agreement places limits on Employers' prerogatives to name hire or transfer, and where an Employer has exhausted such name hire or transfer prerogatives in the hiring of supervision but requires additional supervision, the Employer may name hire or transfer additional trained and/or experienced supervision in accordance with the selection process that may be contained in the Collective Agreement.

#### **14.00 Transportation and Travel for Projects in the Fort McMurray Region**

14.01 As an option, coach style bus transportation may be provided by Shell or by the Employer or groups of Employers from a location or locations in Edmonton, or other designated locations, to Projects in the Fort McMurray area Project site each week or work cycle, on the evening before a crew is scheduled to commence a scheduled work week or cycle, and from the Project site to the designated location or locations in Edmonton or other designated locations on the evening following the end of the scheduled work week or cycle. Where such an option is utilized, the following shall apply:

- When transportation is provided by means of weekly bussing, an employee who does not live on a designated route, and who does not use the bus, will receive collective agreement initial/return/rotation allowances.
- In such cases where one or more new bus routes are established, that provide reasonable, accessible transportation, as it relates to an employee's place of residence, entitlement to such initial/return/rotation allowances shall cease, and the employee will be entitled to take the bus. Such an employee will not be required to return initial/return/rotation allowances received to that point.
- An employee who is entitled to collective agreement initial/return/rotation allowances and who is found using bus transportation will become disentitled to further collective agreement initial/return/rotation allowances. Additional consequences or disciplinary measures are possible.
- If a person who is entitled to collective agreement initial/return/rotation allowances uses bus transportation for his or her initial trip that person will not receive the initial allowance payment. This circumstance will not be a violation as discussed in the previous point.
- Regulations shall be established for the use of bus transportation governing behaviour and the use of, for example, alcohol, tobacco and other substances.
- Notwithstanding the foregoing, an employee who is entitled to use provided busses, and who is hired or laid off on a day when weekly bussing is not available shall be reimbursed the cost of a one-way commercial bus ticket to/from Edmonton, and transportation to/from the site to/from the nearest commercial bus terminal, or equivalent taxi fare.
- A person who is entitled to use provided busses and who quits on a day when weekly bussing is not available shall be given transportation or the cost of transportation to the bus depot in Fort McMurray.

- A person who is entitled to use provided busses and who is discharged for cause on a day when weekly bussing is not available shall be given transportation or the cost of transportation to the bus depot in Fort McMurray. Further, at the request of that person, the Employer shall provide that person with bus transportation to Edmonton, to a maximum cost of \$200 or the final amount of pay owing to that person (whichever is the lesser), the cost of which shall be deducted from that person's final pay.

14.02 Should other work cycles be developed pursuant to article 11.08, appropriate transportation arrangements will also be developed.

14.03 Where Operating Engineer Mechanics and Millwrights employer-approved tools can not be transported by bus, the Employer shall have the option of:

- (a) providing safe transportation and storage; or
- (b) paying the employee the initial (terminal) travel allowance, solely,

for the initial and/or terminal trip to the Wood Buffalo area project.

**14.04 Transportation for Initial Hires**

In the event an employee is scheduled to commence his employment at a Project in the Fort McMurray region on a day other than the start of a work week, whether it be a normal five (5) day week, a compressed work week, or a work cycle, the Employer shall provide the employee with commercial bus transportation to Fort McMurray from Edmonton, and transportation, or in the event that none can be provided, reimbursement of taxi fare cost, from Fort McMurray to the Project site, following which the employee shall receive return transportation in accordance with Article 14.01.

**14.05 Other Entitlements**

In respect of the benefits of weekly bus transportation from and to Edmonton, it is understood that no other provisions of the Collective Agreements respecting initial and return transportation, and items such as travel allowances or travel time, and rotational leave (or "turnaround") will apply to work pursuant to these Project Terms.

Notwithstanding the foregoing, workers will be permitted to take rotational leave even where weekly bussing is provided. The leaves must be scheduled a week in advance, and the leaves shall be subject to whatever additional restrictions may be contained in the respective trade collective agreements

**14.06 Daily Transportation**

"Local Residents", or those non local residents who may be living in or near Fort McMurray on subsistence or living out allowance, will be afforded daily transportation on routes established between Fort McMurray and the site. For each worker, the use or continued use of such transportation shall be governed by any rules established by the provider of the transportation service. There shall be no other daily transportation provision, unless such other arrangements are approved by the Employer and the Local Union to address their special circumstances.

**14.07 Daily Transportation Allowance**

The Liaison Committee shall recommend an equitable transportation/travel allowance for local residents, and those non local residents who may domiciled in or near Fort McMurray and who are required to travel to and from the Projects around Fort McMurray.

**15.00 Camp Accommodations**

**15.01 Mid-Shift Meals for Camp Residents**

Notwithstanding the provisions of Article XI of the Camp Rules and Regulations, camp residents may be provided with a bagged meal for their mid-shift meal. Arrangements for such meals and any pre-order systems shall be established between a representative of the Council and a representative of the Coordinating Committee in consultation with Shell. The contents of the bagged meal shall be addressed, as appropriate, by the Liaison Committee.

**15.02 Mid-Shift Meals for Local Residents**

"Local Residents" shall not be entitled to camp accommodations nor to mid-shift bagged meals.

**15.03 Camp Grievances**

Any differences respecting camp accommodations, or meals, or other matters arising out of the Camp Rules and Regulations, shall be resolved expeditiously in accordance with procedures set out in those Camp Rules and Regulations. Administration of access to or denial of transportation privileges will be similarly dealt with.



## **16.00 General Holidays**

The General Holidays shall be as is set out in the Collective Agreement, save and except that the observance of such holidays shall be in accordance with the schedule set out and attached hereto.

## **17.00 Pre-Job Conferences**

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 these Project Terms. Mark-ups will be provided by the Employer to the Council, and a copy provided, immediately upon conclusion of the mark-up, to the Managing Contractor or designate.

## **18.00 Training**

18.01 It is understood and agreed that the forecast of training shortfalls and technological training, refresher training and training that is not otherwise available through the government systems, or otherwise, is a requirement to ensure the best productivity and competitive advantages to the Parties hereto. The Council and its affiliated Local Unions, the Coordinating Committee, the Employer Associations and Employers agree to cooperate with each other and with Shell in respect of training and in respect of the clarification of those provisions that may be necessary for specialty job programs that will be required on site.

### **18.02 Mentoring**

The Parties will collaborate in the development and administration of mentoring programs to facilitate the development of apprentices, supervisors, and stewards.

## **19.00 Grievance Procedure**

The grievance procedure currently in the Collective Agreement shall govern the grievance and arbitration unless the same is modified by these Project Terms. Both the Building Trades Affiliated Unions and the Registered Employers' Organizations have recognized that it is in their interest to try and find a better way of dealing with grievance and arbitration. To this extent, a number of expedited procedures may be piloted on these Projects by mutual consent of the Union and the Employers' Organization.

## **20.00 Fabrication**

Should a Union have a bargaining relationship for a commercial manufacturing and fabrication shop that manufactures or fabricates work for the Projects or any of them, they will make their best efforts to negotiate a NO strike NO lockout provision into the applicable Collective Agreement for such AOSP construction program work.

## **21.00 Site Health, Safety and Environment**

The Liaison Committee shall monitor the performance of health, safety and environmental programs established for the projects, and may make suggestions and recommendations to enhance health, safety and environmental performance.

## **22.00 Orientation**

The Parties will work with Shell towards the development and delivery of orientation and safety training in the Edmonton area, and elsewhere off site.

## **23.00 Fitness for Work**

The Liaison Committee shall work towards a site program dealing with the issue of "Fitness for Work".

## **24.00 Local and Aboriginal Residents**

The early and continued participation of local residents, members of the local aboriginal communities, and women, is desirable; accordingly, the parties agree to optimize employment and training opportunities for such of qualified local residents, members of the local aboriginal communities, and women under these Project Terms.

It is understood that the definition of "local residents" in article 24.01 is for the purpose of establishing access to and entitlements respecting employment on the AOSP Suite of Projects, at or near Fort McMurray, Alberta (the "Projects") for Shell and each of the Employers.

### **24.01 "Local Resident"**

A "Local Resident" is a member of the Union who resides within a seventy-five (75) kilometre radius of the job site which is beyond daily commuting distance from Edmonton and whose principal residence is the place where he or she, in the settled routine of his or her life, regularly, normally or customarily lives, with the underlying premise that everyone must be a resident somewhere.

#### **24.02 Process for Determining Local Status**

Where a question arises as to whether a candidate for employment qualified as a local resident, the designated representatives of the Council and of the Coordinating Committee, shall determine the individual's acceptability as to residency only. The Liaison Committee may provide direction in addition to the guidelines set out below to determine the "real residency" test for those people wishing to be designated as local residents.

#### **24.03 Guidelines for Determining "Real Residency"**

In making the determination as to whether a person is a "Local Resident" for the purposes of the Project Terms, the following factors will be taken into consideration:

- (a) the dwelling place of the person's spouse and dependents;
- (b) personal property and social ties to the community;
- (c) residential ties elsewhere;
- (d) permanence and purpose of residence in a particular community;
- (e) documentation of:
  - (i) property tax or rent receipts, telephone, gas or other utility receipts;
  - (ii) driver's license;
  - (iii) vehicle registration or pink card;
  - (iv) income tax;
  - (v) unemployment insurance documents;
  - (vi) voters' list registration;
  - (vii) employee benefit fund administration registration.

#### **25.00 Apprentice Ratio**

The Unions agree to cooperate in attaining the optimal training and deployment of apprentices on the Project and 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 year through to fourth year (as appropriate to the respective trade).

**26.00 Job Enhancement Programs**

The Liaison Committee shall investigate and if it is advisable establish and participate in job enhancement programs.

**27.00 Successor Organizations**

This agreement assigns rights, roles and responsibilities to the Coordinating Committee and/or to the Council. In the event the Coordinating Committee ceases to exist or to represent the Employers' Organizations listed in Schedule 1 or the successors to any of them, the rights, roles and responsibilities assigned herein to the Coordinating Committee shall be carried out by the signatory Employers' Organizations, or the successors to any of them, collectively. In the event the Council ceases to exist or to represent the Local Unions listed in Schedule 1 or the successors to any of them, the rights, roles and responsibilities assigned herein to the Council shall be carried out by the signatory Local Unions, or the successors to any of them, collectively.

**SCHEDULE 1: EMPLOYERS' ORGANIZATIONS AND LOCAL UNIONS**

- 1 This Schedule of collective agreements is attached to and forms part of the Project Terms for the Shell Canada Ltd. AOSP Suite of Projects, near Fort McMurray, Alberta and near Fort Saskatchewan, Alberta.
- 2 In the event any of the noted registration certificates is revoked during the term of these project terms, 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 one (1) week of his 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.

<i>Trade Jurisdiction</i>	<b>Parties</b>	<i>Registration Certificate</i>
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<i>General Construction Boilermakers:</i>		#7
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**International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Lodge #146, and Boilermaker Contractors Association of Alberta**

<i>General Construction Bricklayers - General:</i>		#61
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**International Union of Bricklayers and Allied Craftworkers, Locals #1 and #2, and Masonry Contractors Association of Alberta**

<i>General Construction Bricklayers - Refractory:</i>		#60
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**International Union of Bricklayers and Allied Craftworkers, Locals #1 and #2, and Construction Labour Relations - An Alberta Association Bricklayers (Provincial) Trade Division**

<i>General Construction Carpenters:</i>		#51
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**United Brotherhood of Carpenters and Joiners of America, Locals #1325, and #2103, and Construction Labour Relations - An Alberta Association Carpenters (Provincial) Trade Division**

<i>Project Terms for the Shell AOSP Projects</i>	22
<i>General Construction Cement Masons:</i>	#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>	
<i>General Construction Electricians:</i>	#52
<b>International Brotherhood of Electrical Workers, Local #424, and Electrical Contractors Association of Alberta</b>	
<i>General Construction Elevator Constructors:</i>	#29
<b>International Union of Elevator Constructors, Locals #122 and #130, and Construction Labour Relations - An Alberta Association Elevator Constructors (Provincial) Trade Division</b>	
<i>General Construction Glass Workers:</i>	#55
<b>International Union of Painters and Allied Trades, Local Union #177, and Glass Employers Association of Alberta</b>	
<i>General Construction Insulators:</i>	#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>	
<i>General Construction Ironworkers - Reinforcing:</i>	#47
<b>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</b>	
<i>General Construction Ironworkers - Structural:</i>	#48
<b>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</b>	
<i>General Construction Labourers:</i>	#57
<b>Construction and General Workers' Local #92 and Construction and Specialized Workers' Local #1111, and Construction Labour Relations - An Alberta Association Labourers (Provincial) Trade Division</b>	

<i>Project Terms for the Shell AOSP Projects</i>	23
<i>Lathers - Interior Systems Mechanics:</i>	#50
<b>United Brotherhood of Carpenters and Joiners of America, Locals #1325, and #2103, and Construction Labour Relations - An Alberta Association Interior Systems Mechanics / Lathers (Provincial) Trade Division</b>	
<i>General Construction Millwrights:</i>	#49
<b>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</b>	
<i>General Construction Operating Engineers:</i>	#24
<b>International Union of Operating Engineers, Local Union No. 955, and Construction Labour Relations - An Alberta Association Operating Engineers (Provincial) Trade Division</b>	
<i>General Construction Painters:</i>	#58
<b>International Union of Painters and Allied Trades, Local #177, and Alberta Coating Contractors Association</b>	
<i>General Construction Plasterers:</i>	#44
<b>Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Alberta Wall &amp; Ceiling Bureau</b>	
<i>General Construction Plumbers and Pipefitters:</i>	#27
<b>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</b>	
<i>General Construction Refrigeration Mechanics:</i>	#28
<b>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 Refrigeration (Provincial) Trade Division</b>	
<i>General Construction Roofers:</i>	#59
<b>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</b>	

<i>Project Terms for the Shell AOSP Projects</i>	24
<i>General Construction Sheet Metal Workers:</i>	#18
<b>Sheet Metal Workers' International Association, Local #8 and Construction Labour Relations - An Alberta Association Sheet Metal (Provincial) Trade Division</b>	
<i>General Construction Sheeters, Deckers and Cladders:</i>	#13
<b>Sheet Metal Workers' International Association, Local #8 and Construction Labour Relations - An Alberta Association Sheeters, Cladders and Deckers (Provincial) Trade Division</b>	
<i>General Construction Sprinkler Fitters:</i>	#19
<b>United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #488 and #496, and Canadian Automatic Sprinkler Association</b>	
<i>General Construction Teamsters:</i>	#25
<b>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</b>	
<i>General Construction Tilesetters:</i>	#62
<b>International Union of Bricklayers and Allied Craftworkers, Local #4, and Granite, Marble, Tile, &amp; Terrazzo Union Contractors' Association of Alberta</b>	
<i>Specialty Construction Crane Rental Employees:</i>	#46
<b>International Union of Operating Engineers, Local #955, and Alberta Crane Owners' Association</b>	
<i>Specialty Construction Non-Destructive Testing Employees:</i>	#6
<b>International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Lodge #146 and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #488 and #496, Operating as the Quality Control Council of Canada, and NDT Management Association</b>	



**Schedule 2: Observance of General Holidays**

- 1 The Liaison Committee shall review the following proposed schedules at least three months in advance of any of the listed holidays to confirm or amend the dates on which the listed holidays are to be observed.
  - 2 The Liaison Committee shall, at least one year in advance, set the holiday observance schedule for each subsequent year.
  3. Where a listed holiday falls mid-week which results in the day being observed in this Schedule on either the first or last day of the regularly scheduled work week then, providing a worker gives at least one week's prior notice of their intention to take the day off on which the holiday actually falls, they will not be penalized for missing that day of work. This will not affect the practice that premium pay for work on a General Holiday will **only** be paid on the day that the Holiday is **observed** under this Schedule.
- A For Persons Normally Scheduled to Work Five Eight Hour Days, Monday through Friday, Pursuant to Articles 11.01 and 11.02:**

***Schedule for 2005***

<b>Holiday</b>	<b>Date</b>	<b>Date Observed</b>
New Years Day	Sat. Jan. 1	Mon. Jan. 3
Family Day	Mon. Feb. 21	Mon. Feb 21
Good Friday	Fri. Mar. 25	Fri. Mar. 25
Victoria Day	Mon. May 23	Mon. May 23
Canada Day	Fri. Jul. 1	Fri. July 1
August Civic	Mon. Aug. 1	Mon. Aug. 1
Labour Day	Mon. Sep. 5	Mon. Sep. 5
Thanksgiving	Mon. Oct. 10	Mon. Oct. 10
Remembrance	Fri. Nov. 11	Fri. Nov. 11
Christmas Day	Sun. Dec. 25	Mon. Dec. 26
Boxing Day	Mon. Dec. 26	Tues. Dec. 27

***Schedule for 2006***

<b>Holiday</b>	<b>Date</b>	<b>Date Observed</b>
New Years Day	Sun. Jan. 1	Mon. Jan. 2
Family Day	Mon. Feb. 20	Mon. Feb. 20
Good Friday	Fri. Apr. 14	Fri. Apr. 14
Victoria Day	Mon. May 23	Mon. May 23
Canada Day	Sat. Jul. 1	Mon. Jul. 3
August Civic	Mon. Aug. 7	Mon. Aug. 7
Labour Day	Mon. Sep. 4	Mon. Sep. 4
Thanksgiving	Mon. Oct. 9	Mon. Oct. 9
Remembrance	Sat. Nov. 11	Mon. Nov. 13
Christmas Day	Mon. Dec. 25	Mon. Dec. 25
Boxing Day	Tue. Dec. 26	Tues. Dec. 26

***Schedule for 2007***

<b>Holiday</b>	<b>Date</b>	<b>Date Observed</b>
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New Years Day	Mon. Jan. 1	Mon. Jan. 1
Family Day	Mon. Feb. 19	Mon. Feb. 19
Good Friday	Fri. Apr. 6	Fri. Apr. 6
Victoria Day	Mon. May 21	Mon. May 21
Canada Day	Sun. Jul. 1	Mon. July 2
August Civic	Mon. Aug. 6	Mon. Aug. 6
Labour Day	Mon. Sep. 3	Mon. Sep. 3
Thanksgiving	Mon. Oct. 8	Mon. Oct. 8
Remembrance	Sun. Nov. 11	Mon. Nov. 12
Christmas Day	Tue. Dec. 25	Tue. Dec. 25
Boxing Day	Wed. Dec. 26	Wed. Dec. 26

*Schedule for 2008*

<u>Holiday</u>	<u>Date</u>	<u>Date Observed</u>
New Years Day	Tue. Jan. 1	Mon. Dec. 31
Family Day	Mon. Feb. 18	Mon. Feb. 18
Good Friday	Fri. Mar. 21	Fri. Mar. 21
Victoria Day	Mon. May 21	Mon. May 21
Canada Day	Tue. Jul. 1	Mon. Jun. 30
August Civic	Mon. Aug. 4	Mon. Aug. 4
Labour Day	Mon. Sep. 1	Mon. Sep. 1
Thanksgiving	Mon. Oct. 13	Mon. Oct. 13
Remembrance	Tue. Nov. 11	Mon. Nov. 10
Christmas Day	Thu. Dec. 25	Thu. Dec. 25
Boxing Day	Fri. Dec. 26	Fri. Dec. 26

**B For Persons Scheduled to Work Four Ten Hour Days, Pursuant to Article 11.03:*****Schedule for 2005***

<b><u>Holiday</u></b>	<b><u>Date</u></b>	<b><u>Date Observed</u></b>
New Years Day	Sat. Jan. 1	Mon. Jan. 3
Family Day	Mon. Feb. 21	Mon. Feb. 21
Good Friday	Fri. Mar. 25	Mon. Mar. 28
Victoria Day	Mon. May 23	Mon. May 23
Canada Day	Fri. Jul. 1	Mon. Jul. 4
August Civic	Mon. Aug. 1	Mon. Aug. 1
Labour Day	Mon. Sep. 5	Mon. Sep. 5
Thanksgiving	Mon. Oct. 10	Mon. Oct. 10
Remembrance	Fri. Nov. 11	Mon. Nov. 14
Christmas Day	Sun. Dec. 25	Mon. Dec. 26
Boxing Day	Mon. Dec. 26	Tue. Dec. 27

***Schedule for 2006***

<b><u>Holiday</u></b>	<b><u>Date</u></b>	<b><u>Date Observed</u></b>
New Years Day	Sun. Jan. 1	Mon. Jan. 2
Family Day	Mon. Feb. 20	Mon. Feb. 20
Good Friday	Fri. Apr. 14	Mon. Apr. 17
Victoria Day	Mon. May 22	Mon. May 22
Canada Day	Sat. Jul. 1	Mon. Jul. 3
August Civic	Mon. Aug. 7	Mon. Aug. 7
Labour Day	Mon. Sep. 4	Mon. Sep. 4
Thanksgiving	Mon. Oct. 9	Mon. Oct. 9
Remembrance	Sat. Nov. 11	Mon. Nov. 13
Christmas Day	Mon. Dec. 25	Mon. Dec. 25
Boxing Day	Tue. Dec. 26	Tues. Dec. 26

***Schedule for 2007***

<b><u>Holiday</u></b>	<b><u>Date</u></b>	<b><u>Date Observed</u></b>
New Years Day	Mon. Jan. 1	Mon. Jan. 1
Family Day	Mon. Feb. 19	Mon. Feb. 19
Good Friday	Fri. Apr. 6	Mon. Apr. 9
Victoria Day	Mon. May 21	Mon. May 21
Canada Day	Sun. Jul. 1	Mon. Jul. 1
August Civic	Mon. Aug. 6	Mon. Aug. 6
Labour Day	Mon. Sep. 3	Mon. Sep. 3
Thanksgiving	Mon. Oct. 8	Mon. Oct. 8
Remembrance	Sun. Nov. 11	Mon. Nov. 12
Christmas Day	Tue. Dec. 25	Tue. Dec. 25
Boxing Day	Wed. Dec. 26	Wed. Dec. 26

***Schedule for 2008***

<b><u>Holiday</u></b>	<b><u>Date</u></b>	<b><u>Date Observed</u></b>
New Years Day	Tue. Jan. 1	Mon. Dec. 31
Family Day	Mon. Feb. 18	Mon. Feb. 18

Good Friday	Fri. Mar. 21	Mon. Mar. 24
Victoria Day	Mon. May 19	Mon. May 19
Canada Day	Tue. Jul. 1	Mon. Jun. 30
August Civic	Mon. Aug. 4	Mon. Aug. 4
Labour Day	Mon. Sep. 1	Mon. Sep. 1
Thanksgiving	Mon. Oct. 13	Mon. Oct. 13
Remembrance	Tue. Nov. 11	Mon. Nov. 10
Christmas Day	Thu. Dec. 25	Thu. Dec. 25
Boxing Day	Fri. Dec. 26	Mon. Dec. 29

**Schedule 3: Capital Works**

- 1 Subject to the exceptions in paragraph 2, “Capital Works” means the following construction work in respect to the Shell Canada Limited AOSP Expansion Construction Work at the Muskeg River Mine, Jackpine Mine, and Scotford Upgrader:  
  
Debottlenecking; AOSP Expansions 1, 2, and 3 (which include the following during Expansion 1: atmosphere distillation and vacuum unit; 3<sup>rd</sup> residue hydrocarbon train and integrated hydrotreater; hydrogen manufacturing unit; amine regeneration unit; water stripping unit modifications; sulphur recovery unit; solvent de-asphalting unit; new tankage; miscellaneous offsite and utility work) and such other work as Shell Canada Limited may, from time to time, advise will be included.
- 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 a contract is entered into between an AOSP Expansion Contractor and the Owner.
  - (b) work performed by the owner’s own forces, owner’s contractors and their subcontractors on activities associated with Plant operations and maintenance.
  - (c) project-related work performed, unless otherwise designated by Shell, for ATCO Pipelines on the natural gas supply system or for Corridor Pipeline Ltd.
- 3 “Capital Works” for this project will be deemed to be completed when the AOSP 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 Shell may choose to declare that this agreement also applies to that work.
- 4 Shell may amend this schedule in its discretion.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2006, in the City of Edmonton,

**On behalf of the Coordinating Committee of Registered Employers' Organizations:**

Per:

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Per:

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**On behalf of the Alberta & N.W.T. (District of MacKenzie) Building and Construction Trades Council:**

Per:

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Per:

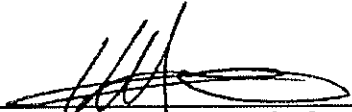
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**Witnessed by:**

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**Respecting the Parties in each Trade Jurisdiction:**



*General Construction Boilermakers:*

Per:   
International Brotherhood of  
Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers and Helpers,  
Lodge #146


Per:   
Boilermaker Contractors  
Association of Alberta


*General Construction Bricklayers - General:*

Per:   
International Union of Bricklayers  
and Allied Craftworkers,  
Locals #1 and #2


  
Per:   
Masonry Contractors Association  
of Alberta

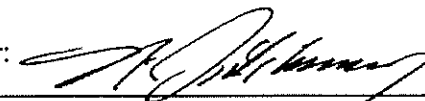
*General Construction Bricklayers - Refractory:*

Per:   
International Union of Bricklayers  
and Allied Craftworkers,  
Locals #1 and #2

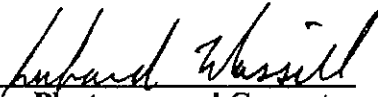
Per:   
Construction Labour Relations  
An Alberta Association  
Bricklayers (Provincial) Trade  
Division


*General Construction Carpenters:*

Per:   
United Brotherhood of Carpenters  
and Joiners of America, Locals  
#1325 and #2103

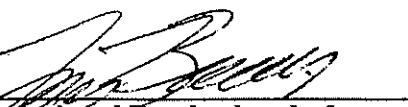
Per:   
Construction Labour Relations -  
An Alberta Association  
Carpenters (Provincial) Trade  
Division

General Construction Cement Masons:

Per:   
Operative Plasterers and Cement  
Masons International Association  
of the United States and Canada,  
Local #222

Per:   
Construction Labour Relations -  
An Alberta Association  
Cement Masons (Provincial)  
Trade Division

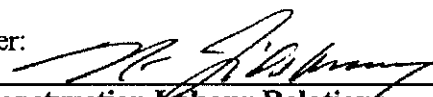
General Construction Electricians:

Per:   
International Brotherhood of  
Electrical Workers, Local #424


Per:   
Electrical Contractors Association  
of Alberta

General Construction Elevator Constructors:

Per: \_\_\_\_\_  
International Union of Elevator  
Constructors, Locals #122 and #130

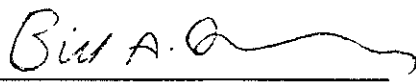
Per:   
Construction Labour Relations -  
An Alberta Association Elevator  
Constructors (Provincial) Trade  
Division


General Construction Glass Workers:

Per:   
International Union of Painters  
And Allied Trades, Local Union  
#177

Per: \_\_\_\_\_  
Glass Employers Association of  
Alberta

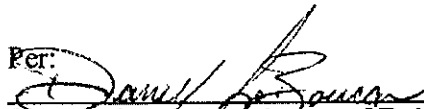
General Construction Insulators:

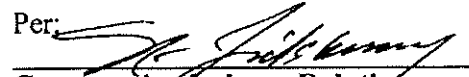
Per:   
International Association of Heat  
and Frost Insulators and Asbestos  
Workers, Local #110

Per:   
Construction Labour Relations -  
An Alberta Association  
Insulators (Provincial) Trade  
Division





General Construction Ironworkers - Reinforcing:

Per:   
International Association of Bridge,  
Structural, Ornamental and  
Reinforcing Ironworkers, Locals  
#720 and #725


Per:   
Construction Labour Relations -  
An Alberta Association  
Ironworkers - Reinforcing  
(Provincial) Trade Division

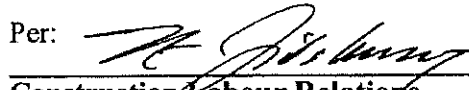
General Construction Ironworkers - Structural:

Per:   
International Association of Bridge,  
Structural, Ornamental and  
Reinforcing Ironworkers, Locals  
#720 and #725


Per:   
Construction Labour Relations -  
An Alberta Association  
Ironworkers - Structural  
(Provincial) Trade Division

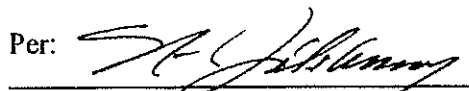
General Construction Labourers: #17

Per:   
Construction and General Workers'  
Local #92 and Construction and  
Specialized Workers' Local #1111

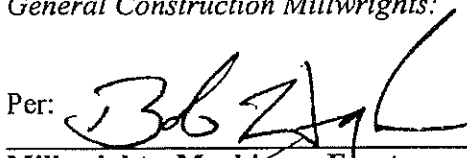
Per:   
Construction Labour Relations -  
An Alberta Association Labourers  
(Provincial) Trade Division

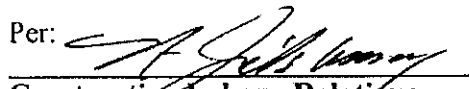
Lathers - Interior Systems Mechanics:

Per:   
United Brotherhood of Carpenters  
and Joiners of America, Locals  
#1325, and #2103

Per:   
Construction Labour Relations -  
An Alberta Association  
Interior Systems Mechanics /  
Lathers (Provincial) Trade  
Division

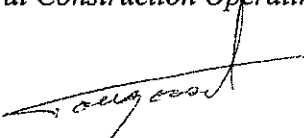
General Construction Millwrights:

Per:   
Millwrights, Machinery Erectors  
and Maintenance Union, Local  
1460 of the United Brotherhood  
of Carpenters and Joiners of  
America


Per:   
Construction Labour Relations -  
An Alberta Association  
Millwrights (Provincial) Trade  
Division

General Construction Operating Engineers:

Per:

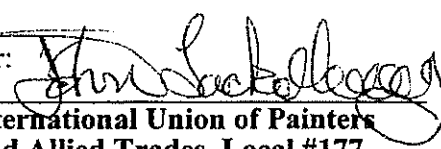
  
International Union of Operating Engineers, Local Union No. 955

Per:

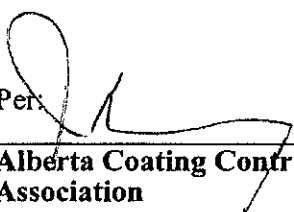
  
Construction Labour Relations - An Alberta Association Operating Engineers (Provincial) Trade Division

General Construction Painters:

Per:

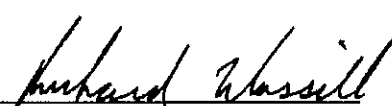
  
International Union of Painters And Allied Trades, Local #177

Per:

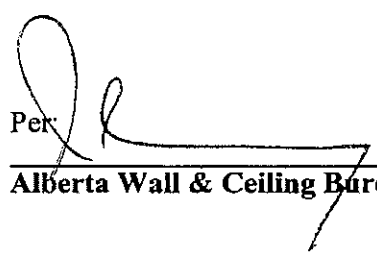
  
Alberta Coating Contractors Association

General Construction Plasterers:

Per:


  
Operative Plasterers and Cement Masons International Association of the United States and Canada, Local #222

Per:


  
Alberta Wall & Ceiling Bureau

General Construction Plumbers and Pipefitters:

Per:


  
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #179, #488, and #496

Per:

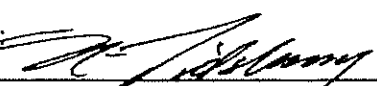
  
Construction Labour Relations - An Alberta Association Mechanical (Provincial) Trade Division

General Construction Refrigeration Mechanics:

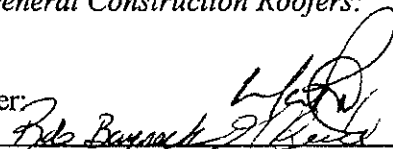
Per:


  
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local #488

Per:


  
Construction Labour Relations - An Alberta Association Refrigeration (Provincial) Trade Division


General Construction Roofers:

Per:   
 Rob Bayne  
 Construction and General Workers'  
 Local #92, Sheet Metal Workers'  
 International Association, Local #8  
 And United Brotherhood of Carpenters  
 And Joiners of America, Local #1325


Per:   
 Construction Labour Relations  
 An Alberta Association Roofers  
 (Provincial) Trade Division


General Construction Sheet Metal Workers:

Per:   
 Sheet Metal Workers' International  
 Association, Local #8

Per:   
 Construction Labour Relations -  
 An Alberta Association Sheet  
 Metal (Provincial) Trade Division

General Construction Sheeters, Deckers and Cladders:

Per:   
 Sheet Metal Workers' International  
 Association, Local #8


Per:   
 Construction Labour Relations -  
 An Alberta Association Sheeters,  
 Cladders and Deckers (Provincial)  
 Trade Division

General Construction Sprinkler Fitters:

Per: \_\_\_\_\_  
 United Association of Journeymen  
 and Apprentices of the Plumbing  
 and Pipefitting Industry of the  
 United States and Canada, Locals  
 #488 and #496

Per: \_\_\_\_\_  
 Canadian Automatic Sprinkler  
 Association

General Construction Teamsters:

Per:   
 General Teamsters Local Union No.  
 362 Affiliated With The International  
 Brotherhood of Teamsters, Chauffeurs,  
 Warehousemen and Helpers of America

Per:   
 Industrial Contractors Association  
 of Alberta

*General Construction Tilesetters:*

Per:

**International Union of Bricklayers  
and Allied Craftworkers, Local #4**

Per:

**Granite, Marble, Tile, & Terrazzo  
Union Contractors' Association of  
Alberta**

*Specialty Construction Crane Rental Employees:*

Per:

**International Union of Operating  
Engineers, Local #955**

Per:

**Alberta Crane Owners Association**

*Specialty Construction Non-Destructive Testing Employees:*

Per:

**International Brotherhood of  
Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers and Helpers,  
Lodge #146 and United Association  
of Journeymen and Apprentices of  
the Plumbing and Pipefitting Industry  
of the United States and Canada,  
Locals #488 and #496,  
Operating as the Quality Control  
Council of Canada**

Per:

**NDT Management Association**