

> SYNCRUDE 21



MAJOR PROJECT TERMS

PROJECT TERMS
for the
SYNCRUDE 21 PROJECTS

**Alberta Building
Trades Council**

**CONSTRUCTION
LABOUR
RELATIONS –
Alberta**

Syncrude
Strategic Projects

July 18th, 2002

The Alberta Building Trades Council and the Coordinating Committee of Registered Employers' Organizations are pleased to confirm that the Project Terms for the Syncrude 21 Projects will continue in effect through the 18th day of April, 2008.

Extensive, demanding, complex construction undertakings make up the Syncrude 21 suite of Projects. Ambitious performance goals have been set for these projects, in terms of safety, quality, cost and schedule.

Through the project terms, and the collaborative processes and commitments included in them, the Council and the Coordinating Committee, and the Trades people, Unions, and Contractors we represent, pledge to work together and with Syncrude to meet and exceed the project goals.

Alberta Building Trades Council



Mark McCullough
Executive Director
Alberta Building Trades Council

Coordinating Committee of
Registered Employers' Organizations



R. Neil Tidsbury
President
Construction Labour Relations – Alberta

A.G. (Tony) Grace P. Eng.
Executive Vice-President, Strategic Projects

December 8, 1999

RE: SYNCRUDE 21 MAJOR PROJECT AGREEMENT

We are very pleased with the innovation shown by the Alberta Building Trades and the Coordinating Committee of Employers in creating the Syncrude 21 Major Project Agreement. It is our belief, and hope, that this initiative will usher in a renewed spirit of cooperation between our unionized contractors, unionized labour, and ourselves on the Syncrude site.

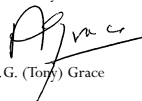
For over a quarter of a century we have enjoyed a very successful and rewarding relationship with both our unionized contractors and the Alberta Building Trades. During this period, our union contractors have provided nearly 90 million hours of high quality work on our site.

Under our current business plans we expect to invest billions of dollars on capital work, doubling Syncrude's production capacity over the next 10 years. It is very important to the success of these projects to have a highly skilled, safe, reliable, and stable workforce available to complete this work.

Innovations in this agreement, such as the Liaison Committee, will provide the mechanisms to proactively deal with and resolve issues, and therefore should provide a new level of stability in our labour relations. Other provisions within the agreement will provide for quicker resolution of concerns, involvement of workers, and improved site safety.

We look forward to working collaboratively with all our stakeholders in the successful completion of these major projects and helping us reach our goal of "Securing Canada's Energy Future" and making Syncrude the best and safest place to work for all of our workforce.

Yours truly,



A.G. (Tony) Grace

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December 8th, 1999

Re: Syncrude 21 Major Project Agreement

These Project Terms represent something very different in labour/management relations. This Project Agreement represents a long term commitment by all of the major stakeholders in the construction equation for Syncrude and its long-term Visions for the Oilsands. Construction Unions have worked somewhere around 90 million hours on the Syncrude Site in little more than 25 years. This commitment, by the owner, is indicative of its confidence in Union Members and Union Contractors.

What this all means is that there is a prize for union construction - Alberta Building Trades Council Unions will continue to be the labour supplier of choice to the largest construction project in North America on an ongoing basis. We need to be more than just good trades people - we need to be safe trades people. There is a challenge for us to be world class in terms of safety on the Syncrude Site. The recent statistics that we have achieved have been exceptional. That does not mean we have an opportunity to rest on our laurels. Simply put, every accident is preventable. Our goal on this site is zero accidents and zero incidents.

Finally, the work that is going to be undertaken over the course of the next little while will be different in scope because there will be a number of young people on the job as apprentices. The aging union workforce will retire and, unless we manage to pass on the skills, ethics and professionalism of the current workforce, we will do a very significant disservice to ourselves and to our successors. Each and every one of you is going to have to learn to become a mentor and to pass on your consummate skills to the new generation of construction professionals.

We are counting on you to be consummate construction professionals - simply the best in the world.

Yours truly,

Robert R. Blakely
President



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Project Terms for the Syncrude 21 Projects

The negotiation and administration of the Project Terms for the Syncrude 21 Projects has been a rewarding opportunity for Construction Labour Relations and its affiliates in the Coordinating Committee.

The unionized contractors we collectively represent, and the members of the Building Trades Unions they employ, have enjoyed a long relationship with Syncrude Canada Ltd. They have built most of the facilities on the Mildred Lake and Aurora sites, they have performed the lion's share of the maintenance, and they have already completed the preponderance of the Syncrude 21 project work that has been performed to date.

Through the Project Terms for the Syncrude 21 Projects, C.L.R. and its affiliated employers' organizations have undertaken a number of initiatives through which we accept responsibility for and jointly steward construction work with a view to exceeding Syncrude's needs and expectations, and to winning the opportunities to perform more of the massive suite of projects that make up Syncrude 21. Through our Liaison Committee and other collaborative and consultative initiatives, we jointly have the opportunity and responsibility:

- of enhancing project performance in terms of safety, cost, quality and production;
- of ensuring that current and future skills needs are met through recruiting, training and upgrading;
- of anticipating and resolving difficulties;
- of setting new and higher standards for communication, cooperation, harmonization and reconciliation.

Collectively with our partners in the Alberta Building Trades, we have undertaken to make the Syncrude 21 suite of projects successful in every respect for construction workers and their unions, for the contractors, and especially for Syncrude.

We encourage and challenge all project participants to focus their efforts to those goals.

Construction Labour Relations -
An Alberta Association

R. Neil Tidsbury, President
on behalf of the
Coordinating Committee of Registered Employers' Organizations

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THIS AGREEMENT ENTERED INTO THIS 18TH DAY OF APRIL, 1997

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 Syncrude Canada Ltd. ("Syncrude") intends to construct major capital facilities as part of its Syncrude 21 Program;

AND WHEREAS these Project Terms will provide for an uninterrupted supply of quality trades people for the duration of the Syncrude 21 Project 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 Syncrude 21 Program;

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 Syncrude has agreed to the need to establish the below set out Project Terms;

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

AND WHEREAS it is the expressed intention of all of the parties hereto that the execution of these project terms in no way derogates 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 Syncrude Canada Ltd., Syncrude 21 Program (the "Project"), at or near Fort McMurray, Alberta, except as is modified by these Project Terms.

1.01 These Project Terms are intended to cover capital works undertaken as part of Syncrude 21 program. This Agreement does not apply to work which is not "construction" work.

1.02 These Project Terms shall be construed so as to include off-site 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 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 Project 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 Project 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 this Project 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 Syncrude Site and work forces engaged in other construction activities and in the maintenance and repair activities in respect to the facilities on the said site, 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 Project, 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 Project and the work experience of the qualified trades people and construction workers that are resident in the Project area.
- (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 Project 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 Syncrude 21 Program 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 or otherwise.
- 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 Syncrude 21 Program. 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 into 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 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, after ratification by 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.

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

In the event that Syncrude Canada Ltd., in its sole discretion, wishes to have the work under these Project Terms performed pursuant to a Project Collective Agreement or Agreements pursuant to Part 3, Division 8 of the Labour Relations Code of Alberta, being Chapter L-1.2 of the Revised Statutes of Alberta, the parties hereto and those bound by these Project Terms agree that the terms of such Project Collective Agreement or Agreements may, as an option available to Syncrude or the Principal Contractor designated by Syncrude, consist of the then existing 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 Syncrude 21 Project 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 Syncrude 21 Project.

6.00 *No Bargaining Relationship for Syncrude*

It is understood by the parties hereto that no bargaining relationship is created by Syncrude with the Local Union, the Council, or any affiliate of the Council, by voluntary recognition or by action of law pursuant to Section 174 of the Alberta Labour Relations Code.

6.01 Similarly, where Syncrude 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 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 Syncrude to any Collective Agreement with the Local Union, the Council, or any affiliate of the Council.

6.02 Where Syncrude or Syncrude Canada Ltd. are mentioned in this document, the terms shall be taken to mean the person or persons designated by Syncrude 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 it shall be automatically renewed at the completion of the initial term and shall continue on the same terms and conditions for successive six (6) 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 *Annual Review*

There shall be a review of these Project Terms yearly by the Parties in consultation with Syncrude Canada Ltd. Any modifications to these Project Terms resulting from an annual review 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 bimonthly, to discuss matters of mutual interest pertaining to the Project 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 up to five (5) representatives of the Employer(s), each of which shall be designated by the Coordinating

Committee, and the President or his designate and up to four (4) 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 Syncrude is entitled to participate in the affairs of the Liaison Committee. Persons appointed to the Liaison Committee by Syncrude 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 this Project Agreement 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 Project respecting whether certain work is or is not "construction".
- (g) Dealing with such matters as are referred to it by these Project Terms.

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, or prepaid telegram, to the last known address of the parties, or sent by telecommunication device to a telecopier number. 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 telecopier number in which event the document shall be deemed received on the date of that 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 Syncrude 21 Project the following conditions shall apply and if any conflict exists between these conditions and the terms of the Collective Agreement between the Employers' Organization 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. Variances of greater than one (1) hour shall be mutually agreed between the Employer and the affected Local Union(s). These variances may be considered in consultation with Syncrude.
- (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) Hours worked in excess of these eight (8) hour shifts shall be classified as overtime, as will hours worked on a Saturday, Sunday or General Holiday.
- (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 three (3) consecutive work days. 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 (\$2.00) 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 biennially by the Council and the Coordinating Committee on every second anniversary of these Project Terms.

- (b) Hours worked in excess of these eight (8) hour shifts shall be classified as overtime, as will hours worked on a Saturday or Sunday or General Holiday, unless such work is part of an eight (8) hour shift more than five (5) hours of which fall within a regular work day preceding or following the weekend or a General Holiday.
- (c) 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.

11.05 Overtime

All work classified herein as overtime shall be paid at the rate of double time (2x), except for

- (a) on a regular work week schedule the first two (2) hours of overtime performed on any day, Monday through Friday, and
- (b) when compressed work weeks are scheduled in accordance with article 11.03, the first ten (10) hours worked on Friday,

all of which overtime work shall be paid for at the rate of time and one half (1.5x). The detailed calculation of the overtime rate shall be in accordance with the respective Collective Agreements.

11.06 Reporting for Work

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.

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 the Liaison Committee.

12.00 Site Closures

In consultation with the Liaison Committee, Syncrude 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.

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 Where applicable, welders who have been certified under the UA Welder Certification Program or the Boilermaker Common ARC Program may be permitted preference of hire.

13.04 Employees who terminate their employment voluntarily shall be denied access to the Syncrude 21 Site for 30 days from the date of termination unless the reason for such self termination is a cause deemed to be acceptable to the Union and to the Employer.

14.00 Transportation and Travel

As an option, coach style bus transportation may be provided by Syncrude or by the Employer or groups of Employers from a location or locations in Edmonton to the Project site each week, on the evening before a crew is scheduled to commence a scheduled work week, and from the Project site to the designated location or locations in Edmonton on the evening following the end of the scheduled work week. Where such an option is utilized Article 14.01 through 14.04 shall apply.

14.01 Transportation for Initial Hires

In the event an employee is scheduled to commence his employment at the site on a day other than the start of a work week, whether it be a normal five (5) day week or a compressed work week, the Employer shall provide the employee with commercial bus transportation from Edmonton to the Project site, following which the employee shall receive return transportation in accordance with the foregoing Article.

14.02 Transportation for Layoffs and Terminations

In the event an employee is laid off or his employment is otherwise terminated on a day other than the conclusion of a work week, the Employer shall provide the employee with commercial bus transportation from the Project site to a designated location in Edmonton. In the event transportation between the site and Fort McMurray is not available to such employee such transportation shall be provided by the Employer.

14.03 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.

14.04 Because of the weekly bus transportation, each employee is encouraged to return to Edmonton on every weekend in which the employee is not scheduled to work. It is understood that return to Edmonton weekly may be impractical or cause hardship for some employees, and in such event, the circumstances of that employee shall be reviewed by the Liaison Committee.

14.05 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. 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.

14.06 Daily Transportation to Aurora

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 Aurora Site daily.

15.00 Camp Accommodations

It is understood and agreed that it is desirable to reduce the dependency on a Syncrude supplied camp. The Parties to these Project Terms, and the Liaison Committee will work towards such a reduction.

15.01 Mid-Shift Meals for Camp Residents

Notwithstanding the provisions of Article XI of the Camp Rules and Regulations, employees 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 Syncrude. 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 Jurisdiction

17.01 Pre-Job Conferences

There shall be a pre-job conference 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.

17.02 Jurisdictional Assignments

- (a) The responsibility for and the processes and considerations to be followed in the assignment of work shall be in accordance with the provisions of the Jurisdictional Assignment Plan of the Alberta Construction Industry.
- (b) A jurisdictional dispute is a difference between an Employer and one or more of the Local Unions, or between two or more Local Unions, respecting the assignment of work. All jurisdictional disputes shall be resolved in accordance with the Jurisdictional Assignment Plan of the Alberta Construction Industry.

18.00 Training

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 Syncrude 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.

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 are going to be attempted on this site. Rather than trying to stick with one particular form, a number of forms may be appropriate and such forms may consist of such things as an umpire system, spot arbitration, joint fact finding or grievance mediation; in any event, the parties agree to work to develop such structures as to expedite the quick and efficient handling of

grievances. Each party may, upon the completion of the expedited procedure, seek its remedy in accordance with the grievance and arbitration procedures in the Collective Agreement. Where expedited grievance proceedings are undertaken, the time limits in the referenced Collective Agreement shall be suspended until the expedited procedure has been exhausted.

- 19.01 Schedule 2 to these Project Terms contains an intended grievance procedure that the parties will initially work with in order to carry out the spirit and intent of this Article.

20.00 Fabrication

Should a Union have a bargaining relationship for a permanent commercial manufacturing and fabrication shop that manufactures or fabricates work for the Syncrude 21 Program, they will make their best efforts to negotiate a NO strike NO lockout provision into the applicable Collective Agreement for such Syncrude 21 work.

21.00 Site Health and Safety

Prior to the commencement of any substantive portion of this work on the Project, a Project Health and Safety Program or Programs shall be established which shall be reviewed and coordinated with the Liaison Committee. The responsibilities for establishing such program or programs shall be determined by the Employers in consultation with Syncrude and the Liaison Committee. Project Health and Safety Programs shall include Joint Work Site Health and Safety Committees.

22.00 Substance Abuse Testing

It is acknowledged by the parties that substance abuse is destructive of people and in the long term contributes nothing to society, members of the Union or anyone else. To this end, the Alcohol and Drug Guidelines and Work Rule known as the *Canadian Model for Providing a Safe Workplace, A Best Practice of the Construction Owners Association of Alberta* shall be applied to any work covered by these Project Terms.

Other protocols have been established by certain of the respective Employers' Organizations and groups of Unions, including the pre-employment testing policy and practice maintained in the crane rental trade jurisdiction of the specialty construction sector. For such trade jurisdictions for which such other protocols have been established, the said Policy shall be applied in addition to such other protocols. [As amended by Agreement between Coordinating Committee of Registered Employers'

Organizations and Alberta and N.W.T. (District of MacKenzie) Building and Construction Trades Council dated February 14, 2000]

23.00 *Employees' Assistance Plan*

The Liaison Committee, together with the Council and Coordinating Committee, shall forthwith enter into an investigation of a workable and universally applicable Employees' Assistance Plan for employees who will be undertaking work on this site, without limiting the generality of the foregoing, the provision of such a Plan may dovetail with existing Plans in the area and be done conjointly with in-plant forces, maintenance forces or such other areas as may be reasonable in the circumstances.

24.00 *Safety Passport Program*

The Liaison Committee shall, together with the parties hereto, work towards the implementation of the Safety Passport Program and the elimination of the current site and area specific orientations as well as any other safety training that may be required.

25.00 *Fitness for Work*

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

26.00 *Local and Aboriginal Residents*

The early and continued participation of local residents is desirable; accordingly, the parties agree to the maximum practicable use of qualified local residents under these Project Terms.

It is understood that the below definition of "local residents" is for the purpose of establishing access to and entitlements respecting employment at the Syncrude Canada Ltd., Syncrude 21 Program, at or near Fort McMurray, Alberta (the "Project") for Syncrude and each of the Employers.

26.01 **"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.

26.02 **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.

26.03 **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.

26.04 **Aboriginal Resident**

To maximize the employment of aboriginals, there shall be a target rate of 13% of the Project work force being aboriginals and such target rate shall be maintained throughout the job site insofar as is practicable. It is acknowledged that a local resident and an aboriginal local resident may be the same person.

27.00 *Apprentice Ratio*

The Unions agree to cooperate in attaining the maximum practicable use 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 will be maintained throughout the duration of the job and shall provide for a spectrum of apprentices from the first year through to fourth year (as appropriate to the respective trade).

28.00 *Job Enhancement Programs*

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

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 Syncrude 21 Projects near Fort McMurray, 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>	Parties	<i>Registration Certificate</i>
<i>General Construction Boilermakers:</i>		#7
	International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Lodge #146, and Boilermaker Contractors Association of Alberta	
<i>General Construction Bricklayers - General:</i>		#21
	International Union of Bricklayers and Allied Craftsmen, Locals #1 and #2, and Masonry Contractors Association of Alberta	
<i>General Construction Bricklayers - Refractory:</i>		#20
	International Union of Bricklayers and Allied Craftsmen, Locals #1 and #2, and Construction Labour Relations - An Alberta Association Bricklayers (Provincial) Trade Division	

General Construction Camp Caterers: none

Hotel, Restaurant & Culinary Employees & Bartenders, Local #47, and National Association of Camp Management Contractors (or, if inapplicable, the Catering Contractor or Contractors engaged on the Site)

General Construction Carpenters: #42

United Brotherhood of Carpenters and Joiners of America, Locals #846, #1325, #1569, #2103, and #2410, and Construction Labour Relations - An Alberta Association Carpenters (Provincial) Trade Division

General Construction Cement Masons: #43

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

General Construction Electricians: #8

International Brotherhood of Electrical Workers, Locals #254 and #424, and Electrical Contractors Association of Alberta

General Construction Elevator Constructors: #29

International Union of Elevator Constructors, Locals #122 and #130, and Construction Labour Relations - An Alberta Association Elevator Constructors (Provincial) Trade Division

General Construction Glass Workers: #38

Painters, Wallcoverers, Drywall Finishers, Sign Painters, Glaziers, Glassworkers, Architectural Aluminum Installers, Floorcoverers, and Allied Workers, Local Union #177, and Glass Employers Association of Alberta

General Construction Insulators: #9

International Association of Heat and Frost Insulators and Asbestos Workers, Local #110, and Construction Labour Relations - An Alberta Association Insulators (Provincial) Trade Division

General Construction Ironworkers - Reinforcing: #10

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: #11

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: #17

Construction and General Workers' Local #92 and #1111, and Construction Labour Relations - An Alberta Association Labourers (Provincial) Trade Division

Lathers - Interior Systems Mechanics: #41

United Brotherhood of Carpenters and Joiners of America, Locals #846, #1325, #1569, #2103, and #2410, and Construction Labour Relations - An Alberta Association Interior Systems Mechanics / Lathers (Provincial) Trade Division

General Construction Millwrights: #12

Millwrights, Machinery Erectors Maintenance and Industrial Local #1460 of the United Brotherhood of Carpenters and Joiners of America and Millwrights, Machinery Erectors - Mechanical Fitters and Maintenance Union, Local 1975 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 #955, and Construction Labour Relations - An Alberta Association Operating Engineers (Provincial) Trade Division

General Construction Painters: #37

Painters, Wallcoverers, Drywall Finishers, Sign Painters, Glaziers, Glassworkers, Architectural Aluminum Installers, Floorcoverers, and Allied Workers , Local #177, and Alberta Painting Contractors Association

General Construction Plasterers: #44

Operative Plasterers and Cement Masons International Association of the United States and Canada, Local #222, and Alberta Wall & Ceiling Bureau

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 Refrigeration Mechanics: #28

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

General Construction Roofers: #30

Construction and General Workers' Local #92 and Sheet Metal Workers' International Association, Local #8, 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 Sprinkler Fitters: #19

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

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

General Construction Tilesetters: #33

International Union of Bricklayers and Allied Craftsmen, Local #4, and Granite, Marble, Tile, & Terrazzo Union Contractors' Association of Alberta

Specialty Construction Crane Rental Employees: none

International Union of Operating Engineers, Local #955, and Alberta Crane Owners Association

Specialty Construction Non-Destructive Testing Employees: #6

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

SCHEDULE 2: SITE-WIDE INITIAL MODEL GRIEVANCE PROCEDURE

21.03 A grievance is a difference between any of the Parties to or persons bound by the Project Terms respecting the interpretation, application, operation or alleged contravention of the Project Terms and the Collective Agreement to which they are attached, or as to whether such a difference can be the subject of arbitration. It is the mutual desire of the Parties that such differences be settled as quickly as possible, and that there be no strike, work stoppage, or slowdown of any nature, or any collective action to interfere with attendance at or the progress of work.

21.04 Procedures For Employer Grievances

Step One

Any employee, assisted by his Steward if he so desires, shall present the subject of a grievance to his immediate Foreman, or such other site supervisor as is designated by the Employer, within two (2) working days after the circumstances giving rise to the difference have occurred or originated, or within two (2) working days of the employee becoming aware of such circumstances. The Foreman or other designated site supervisor shall investigate the matter and shall render his decision within two (2) working days. Such a decision is rendered solely for the purposes of resolving the subject difference and shall not be considered binding in any other differences.

Step Two

Should the matter be unresolved by Step One, the employee, assisted by his Steward if there is a Steward, shall submit the matter within a further two (2) working days to his Employer, who shall investigate the matter. Such reference shall be made in writing, and shall include a brief statement of the circumstances giving rise to the grievance, and shall state the Article or Articles of these Project Terms and / or of the Collective Agreement which he alleges have been violated or improperly interpreted or applied or operated, and the remedy sought. The Employer shall render a decision in writing within two (2) working days of being presented with the employee's written submission.

Step Three

Should the matter be unresolved by Step Two, the Employer's senior site representative, in consultation with any project labour relations coordinator designated by Syncrude, and the Business Manager of the employee's Local Union (or his designate) shall meet within a further two (2) working days to fully investigate and discuss the matter in a final

attempt to resolve the grievance. If no resolution can be achieved through this meeting, the matter shall be referred to arbitration within two (2) working days of the meeting in accordance with the procedures set out below.

21.05 Procedures For Employer Grievances

Step One

The Employer (or a group of Employers collectively) may file a grievance with the Council and / or with any or a number of the Local Unions. The Employer shall file such a grievance within five (5) working days of the Employer becoming aware of the circumstances giving rise to the grievance. A grievance so filed shall include a brief written statement of the circumstances giving rise to the grievance and shall state the Article or Articles of these Project Terms and/or of the Collective Agreement which are alleged to have been violated or improperly interpreted or applied or operated, and the remedy sought.

Step Two

The Employer, in consultation with any project labour relations coordinator designated by Syncrude, and the Business Manager(s) (or his designated representative) of the Local Union (or Unions) involved and the designated representative of the Council shall meet within five (5) days of the filing of the grievance to fully investigate and discuss the matter. If no resolution can be achieved through this meeting, the matter shall be referred to arbitration within two (2) working days of the meeting in accordance with the procedures set out below.

21.06 Procedures for Union or Council Grievances

Step One

The Council and / or any or a number of the Local Unions may file a grievance with the Employer. The Council or the Local Union or Unions shall file such a grievance within five (5) working days of becoming aware of the circumstances giving rise to the grievance. A grievance so filed shall include a brief written statement of the circumstances giving rise to the grievance and shall state the Article or Articles of the Project Terms or of the Collective Agreement or Agreements which are alleged to have been violated or improperly interpreted or applied or operated, and the remedy sought.

Step Two

The Employer, in consultation with any project labour relations coordinator designated by Syncrude, and the Business Manager(s) (or his designated representative) of the Local Union (or Unions) involved and the

designated representative of the Council shall meet within five (5) days of the filing of the grievance to fully investigate and discuss the matter. If no resolution can be achieved through this meeting, the matter shall be referred to arbitration within two (2) working days of the meeting in accordance with the procedures set out below.

21.07 Reference to Arbitration

Within the time limits set out in article 21.04, Step Three, or article 21.05, Step Two, or article 21.06, Step Two, any party to a grievance may refer the matter to arbitration by delivering notice of such reference to the other party or parties and to the Council (if the Council is not a party to the grievance) and to any project labour relations coordinator designated by Syncrude. Such notice may be hand delivered, or delivered by courier, or sent by facsimile transmission if copies of the correspondence are delivered by courier as soon as possible after the facsimile transmission. The reference shall include a clear statement as to whether party or parties referring the matter elect to have the matter heard in “expedited proceedings” or heard by a board of arbitration.

21.08 Expedited Proceedings

- (a) When “expedited proceedings” are elected, an arbitrator shall be appointed from the list in the attached Appendix A to this Schedule 2, in accordance with the process set out in that Appendix. That person shall convene a hearing within five (5) working days of the appointment, or such longer period as the parties to the grievance might agree in writing, and shall render a decision within three (3) working days of completing the hearing.
- (b) A decision rendered in “expedited proceedings” shall be binding on the parties to the grievance unless, within five (5) working days, the parties or any of them file with the other parties to the grievance a notice of appeal to an arbitration board. In that event, a decision issued as a result of “expedited proceedings” shall be binding on the parties until such time as the decision is altered or reversed by an appeal board of arbitration. A decision issued in “expedited proceedings” is binding for the purposes of the subject grievance only, and will not be admissible as evidence in proceedings in respect to any other grievance.
- (c) An arbitrator appointed pursuant to these “expedited proceedings” shall have the authorities and powers and the limitations of an arbitrator appointed in accordance with Part 2, Division 22 of the Alberta Labour Relations Code, except that an arbitrator appointed

in these proceedings shall not have the authority to extend time limits without the express agreement of the parties to the grievance except in those cases in which it would be unjust to require strict adherence to time limits and a party seeking relief from strict adherence to time limits has demonstrated good faith efforts to comply with the time limits. Further, the decision of an arbitrator appointed in these proceedings may be appealed as set out herein.

- (d) The employer parties and the union parties to arbitration in “expedited proceedings” shall each pay one half of the total of the expenses and fees of the arbitrator.

21.09 Reference to an Arbitration Board

- (a) In the event a notice of reference to a board of arbitration is served pursuant to article 21.07, or in the event notice of appeal of a decision issued in “expedited proceedings” is served pursuant to article 21.08, an arbitration board shall be appointed.
- (b) The party or parties referring or appealing a matter to a board of arbitration shall name, in the notice referred to in clause (a) above, a nominee to the board. The party or parties on which the notice is served shall respond by naming a nominee to the board within five (5) working days of receipt of the notice. In the event either party fails
- (c) The nominees shall attempt to agree upon and appoint an arbitration board chairman within five (5) working days of the second of them being appointed.
- (d) In the event either of the parties fails to appoint a nominee as required above, or in the event the nominees fail to agree upon and appoint a chairman as required above, any of the parties to the grievance may apply to the Director of Mediation Services who will appoint the nominee and / or chairman, as the case may be, and a person who is so appointed by the Director shall be deemed to have been appointed by those who were required to have made the appointments.
- (e) The board of arbitration shall have all of the authorities and powers and the limitations and jurisdiction of a board appointed in accordance with Part 2, Division 22 of the Alberta Labour Relations Code, except that in any proceedings before a board convened in response to a notice served pursuant to article 21.08, any of the proceedings before the single arbitrator and any decision issued by a single arbitrator in “expedited proceedings” shall not, without the

express written concurrence of the parties to the appeal, be admissible. The board of arbitration shall decide the matters referred to it as quickly as possible. An arbitration board shall not have the authority to extend time limits without the express agreement of the parties to the grievance except in those cases in which it would be unjust to require strict adherence to time limits and a party seeking relief from strict adherence to time limits has demonstrated good faith efforts to comply with the time limits.

- (f) The employer party or parties and the union party or parties to a grievance referred or appealed to an arbitration board shall each pay the expenses of their respective nominee, and the fees and expenses of the chairman shall be paid by the “unsuccessful party or parties”. In the event of any difference between the parties as to which is “unsuccessful”, the arbitration board shall rule on the question. It is, however, agreed that the arbitration board may exercise the discretion in an appropriate case to direct that the expenses and fees of the chairman be shared by the parties in accordance with a formula set by the arbitration board.

This Schedule 2 shall be attached to and form part of the Project Terms for the Syncrude 21 projects near Fort McMurray, Alberta.

Appendix A to Schedule 2: Appointment of Arbitrators in Expedited Proceedings

- 1 The Parties have agreed that persons shall be appointed as arbitrators in “expedited proceedings” from the list set out below.
- 2 The President of the Council and the Secretary of the Coordinating Committee shall, at the time notice is served that a party or parties have elected that a matter be dealt with in “expedited proceedings”, determine which of the persons had been most recently appointed in a previous matter, whether or not those previous proceedings are complete.
- 3 The party or parties referring a matter to arbitration in “expedited proceedings” shall then contact the person whose name next appears on the list to determine whether that person is able to hear the grievance and render a decision within the time limits set forth in these Project Terms.
- 4 In the event that prospective arbitrator is unable to comply with the time limits, the next person shall be contacted, and so on, until an arbitrator is appointed who is able to comply with the time limits.
- 5 In the event none of the listed arbitrators is able to comply with the time limits, the parties shall attempt to appoint a person whose name does not appear on the list, but who is able to comply with the time limits.
- 6 In the event the parties are unable to identify and agree upon an unlisted person who can act as arbitrator within the time limits set forth, the matter shall be referred to the listed arbitrator who undertakes to hear the matter and render a decision within the shortest time frame.
- 7 A representative designated by the Council and a representative designated by the Coordinating Committee, together with any project labour relations coordinator designated by Syncrude, shall meet at least once per year, or at the request of any of these parties, to review the list of prospective arbitrators and to amend the list as may be agreed among them. In the event the list is amended, the Parties to the Project Terms and all Employers’ Organizations and Local Unions bound by the Project Terms shall be advised of the amendments.

List of Prospective Arbitrators

- 1 Allen Ponak
- 2 Phyllis Smith, Q.C.
- 3 Sir Francis Price, Q.C.
- 4 Mark Asbell
- 5 Glen Power
- 6 David Tettensor, Q.C.
- 7 *Return to #1*

SCHEDULE 3: 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 2002

Holiday	Date	Date Observed
New Years Day	Tuesday, Jan 1	Monday, Dec. 31
Family Day	Monday, Feb. 18	Monday, Feb. 18
Good Friday	Friday, Mar. 29	Friday, Mar. 29
Victoria Day	Monday, May 20	Monday, May 20
Canada Day	Monday, July 1	Monday, July 1
August Civic Holiday	Monday, Aug. 5	Monday, Aug. 5
Labour Day	Monday, Sept. 2	Monday, Sept. 2
Thanksgiving	Monday, Oct. 14	Monday, Oct. 14
Remembrance Day	Monday, Nov. 11	Monday, Nov. 11
Christmas Day	Wednesday, Dec. 25	Wednesday, Dec. 25
Boxing Day	Thursday, Dec. 26	Thursday, Dec. 26

Schedule for 2003

Holiday	Date	Date Observed
New Years Day	Wednesday, Jan 1	Wednesday, Jan. 1
Family Day	Monday, Feb. 17	Monday, Feb. 17
Good Friday	Friday, April 18	Friday, April 18
Victoria Day	Monday, May 19	Monday, May 19
Canada Day	Tuesday, July 1	Monday, June 30
August Civic Holiday	Monday, Aug. 4	Monday, Aug. 4
Labour Day	Monday, Sept. 1	Monday, Sept. 1

Thanksgiving	Monday, Oct. 13	Monday, Oct. 13
Remembrance Day	Tuesday, Nov. 11	Monday, Nov. 10
Christmas Day	Thursday, Dec. 25	Thursday, Dec. 25
Boxing Day	Friday, Dec. 26	Friday, Dec. 26

Schedule for 2004

Holiday	Date	Date Observed
New Years Day	Thursday, Jan 1	Friday, Jan. 2
Family Day	Monday, Feb. 16	Monday, Feb. 16
Good Friday	Friday, April 9	Friday, April 9
Victoria Day	Monday, May 24	Monday, May 24
Canada Day	Thursday, July 1	Friday, July 2
August Civic Holiday	Monday, Aug. 2	Monday, Aug. 2
Labour Day	Monday, Sept. 6	Monday, Sept. 6
Thanksgiving	Monday, Oct. 11	Monday, Oct. 11
Remembrance Day	Thursday, Nov. 11	Friday, Nov. 12
Christmas Day	Saturday, Dec. 25	Monday, Dec. 27
Boxing Day	Sunday, Dec. 26	Tuesday, Dec. 28

Schedule for 2005

Holiday	Date	Date Observed
New Years Day	Saturday, Jan 1	Monday, Jan. 3
Family Day	Monday, Feb. 21	Monday, Feb. 21
Good Friday	Friday, March 25	Friday, March 25
Victoria Day	Monday, May 23	Monday, May 23
Canada Day	Friday, July 1	Friday, July 1
August Civic Holiday	Monday, Aug. 1	Monday, Aug. 1
Labour Day	Monday, Sept. 5	Monday, Sept. 5
Thanksgiving	Monday, Oct. 10	Monday, Oct. 10
Remembrance Day	Friday, Nov. 11	Friday, Nov. 11
Christmas Day	Sunday, Dec. 25	Monday, Dec. 26
Boxing Day	Monday, Dec. 26	Tuesday, Dec. 27

Schedule for 2006

Holiday	Date	Date Observed
New Years Day	Sunday, Jan 1	Monday, Jan. 2
Family Day	Monday, Feb. 20	Monday, Feb. 20
Good Friday	Friday, April 14	Friday, April 14
Victoria Day	Monday, May 22	Monday, May 22
Canada Day	Saturday, July 1	Monday, July 3
August Civic Holiday	Monday, Aug. 7	Monday, Aug. 7
Labour Day	Monday, Sept. 4	Monday, Sept. 4
Thanksgiving	Monday, Oct. 9	Monday, Oct. 9
Remembrance Day	Saturday, Nov. 11	Monday, Nov. 13
Christmas Day	Monday, Dec. 25	Monday, Dec. 25
Boxing Day	Tuesday, Dec. 26	Tuesday, Dec. 26

Schedule for 2007

Holiday	Date	Date Observed
New Years Day	Monday, Jan 1	Monday, Jan. 1
Family Day	Monday, Feb. 19	Monday, Feb. 19
Good Friday	Friday, April 6	Friday, April 6
Victoria Day	Monday, May 21	Monday, May 21
Canada Day	Sunday, July 1	Monday, July 2
August Civic Holiday	Monday, Aug. 6	Monday, Aug. 6
Labour Day	Monday, Sept. 3	Monday, Sept. 3
Thanksgiving	Monday, Oct. 8	Monday, Oct. 8
Remembrance Day	Sunday, Nov. 11	Monday, Nov. 12
Christmas Day	Tuesday, Dec. 25	Tuesday, Dec. 25
Boxing Day	Wednesday, Dec. 26	Wednesday, Dec. 26

Schedule for 2008

Holiday	Date	Date Observed
New Years Day	Tuesday, Jan 1	Monday, Dec. 31
Family Day	Monday, Feb. 18	Monday, Feb. 18
Good Friday	Friday, March 21	Friday, March 21
Victoria Day	Monday, May 19	Monday, May 19
Canada Day	Tuesday, July 1	Monday, June 30
August Civic Holiday	Monday, Aug. 4	Monday, Aug. 4
Labour Day	Monday, Sept. 1	Monday, Sept. 1
Thanksgiving	Monday, Oct. 13	Monday, Oct. 13
Remembrance Day	Tuesday, Nov. 11	Monday, Nov. 10
Christmas Day	Thursday, Dec. 25	Thursday, Dec. 25
Boxing Day	Friday, Dec. 26	Friday, Dec. 26

For Persons Scheduled to work Four Ten Hour Days Pursuant to Article 11.03*Schedule for 2002*

Holiday	Date	Date Observed
New Years Day	Tuesday, Jan 1	Tuesday, Jan. 1
Family Day	Monday, Feb. 18	Monday, Feb. 18
Good Friday	Friday, Mar. 29	Monday, Apr. 1
Victoria Day	Monday, May 20	Monday, May 20
Canada Day	Monday, July 1	Monday, July 1
August Civic Holiday	Monday, Aug. 5	Monday, Aug. 5
Labour Day	Monday, Sept. 2	Monday, Sept. 2
Thanksgiving	Monday, Oct. 14	Monday, Oct. 14
Remembrance Day	Monday, Nov. 11	Monday, Nov. 11
Christmas Day	Wednesday, Dec. 25	Wednesday, Dec. 25
Boxing Day	Thursday, Dec. 26	Thursday, Dec. 26

Schedule for 2003

Holiday	Date	Date Observed
New Years Day	Wednesday, Jan 1	Thursday, Jan. 2
Family Day	Monday, Feb. 17	Monday, Feb. 17
Good Friday	Friday, April 18	Monday, April 21
Victoria Day	Monday, May 19	Monday, May 19
Canada Day	Tuesday, July 1	Monday, June 30
August Civic Holiday	Monday, Aug. 4	Monday, Aug. 4
Labour Day	Monday, Sept. 1	Monday, Sept. 1
Thanksgiving	Monday, Oct. 13	Monday, Oct. 13
Remembrance Day	Tuesday, Nov. 11	Monday, Nov. 10
Christmas Day	Thursday, Dec. 25	Thursday, Dec. 25
Boxing Day	Friday, Dec. 26	Monday, Dec. 29

Schedule for 2004

Holiday	Date	Date Observed
New Years Day	Thursday, Jan 1	Thursday, Jan. 1
Family Day	Monday, Feb. 16	Monday, Feb. 16
Good Friday	Friday, April 9	Monday, April 12
Victoria Day	Monday, May 24	Monday, May 24
Canada Day	Thursday, July 1	Thursday, July 1
August Civic Holiday	Monday, Aug. 2	Monday, Aug. 2
Labour Day	Monday, Sept. 6	Monday, Sept. 6
Thanksgiving	Monday, Oct. 11	Monday, Oct. 11
Remembrance Day	Thursday, Nov. 11	Thursday, Nov. 11
Christmas Day	Saturday, Dec. 25	Monday, Dec. 27
Boxing Day	Sunday, Dec. 26	Tuesday, Dec. 28

Schedule for 2005

Holiday	Date	Date Observed
New Years Day	Saturday, Jan 1	Monday, Jan. 3
Family Day	Monday, Feb. 21	Monday, Feb. 21
Good Friday	Friday, March 25	Monday, March 28
Victoria Day	Monday, May 23	Monday, May 23
Canada Day	Friday, July 1	Monday, July 4
August Civic Holiday	Monday, Aug. 1	Monday, Aug. 1
Labour Day	Monday, Sept. 5	Monday, Sept. 5
Thanksgiving	Monday, Oct. 10	Monday, Oct. 10
Remembrance Day	Friday, Nov. 11	Monday, Nov. 14
Christmas Day	Sunday, Dec. 25	Monday, Dec. 26
Boxing Day	Monday, Dec. 26	Tuesday, Dec. 27

Schedule for 2006

Holiday	Date	Date Observed
New Years Day	Sunday, Jan 1	Monday, Jan. 2
Family Day	Monday, Feb. 20	Monday, Feb. 20
Good Friday	Friday, April 14	Monday, April 17
Victoria Day	Monday, May 22	Monday, May 22
Canada Day	Saturday, July 1	Monday, July 3
August Civic Holiday	Monday, Aug. 7	Monday, Aug. 7
Labour Day	Monday, Sept. 4	Monday, Sept. 4
Thanksgiving	Monday, Oct. 9	Monday, Oct. 9
Remembrance Day	Saturday, Nov. 11	Monday, Nov. 13
Christmas Day	Monday, Dec. 25	Monday, Dec. 25
Boxing Day	Tuesday, Dec. 26	Tuesday, Dec. 26

Schedule for 2007

Holiday	Date	Date Observed
New Years Day	Monday, Jan 1	Monday, Jan. 1
Family Day	Monday, Feb. 19	Monday, Feb. 19
Good Friday	Friday, April 6	Monday, April 9
Victoria Day	Monday, May 21	Monday, May 21
Canada Day	Sunday, July 1	Monday, July 2
August Civic Holiday	Monday, Aug. 6	Monday, Aug. 6
Labour Day	Monday, Sept. 3	Monday, Sept. 3
Thanksgiving	Monday, Oct. 8	Monday, Oct. 8
Remembrance Day	Sunday, Nov. 11	Monday, Nov. 12
Christmas Day	Tuesday, Dec. 25	Tuesday, Dec. 25
Boxing Day	Wednesday, Dec. 26	Wednesday, Dec. 26

Schedule for 2008

Holiday	Date	Date Observed
New Years Day	Tuesday, Jan. 1	Monday, Dec. 31
Family Day	Monday, Feb. 18	Monday, Feb. 18
Good Friday	Friday, March 21	Monday, March 24
Victoria Day	Monday, May 19	Monday, May 19
Canada Day	Tuesday, July 1	Monday, June 30
August Civic Holiday	Monday, Aug. 4	Monday, Aug. 4
Labour Day	Monday, Sept. 1	Monday, Sept. 1
Thanksgiving	Monday, Oct. 13	Monday, Oct. 13
Remembrance Day	Tuesday, Nov. 11	Monday, Nov. 10
Christmas Day	Thursday, Dec. 25	Thursday, Dec. 25
Boxing Day	Friday, Dec. 26	Monday, Dec. 29

SCHEDULE 4: LETTERS OF UNDERSTANDING

August 23, 2002

RE: INTERPRETATION OF ARTICLE 14.03, SYNCRUDE 21 PROJECT TERMS

Article 14 of the Project Terms allows for the provision of weekly transportation in lieu of the initial / return transportation and rotational leave provisions for the provincial collective agreements.

Article 14.03 reads:

14.03 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.

There has been some question as to whether article 14.03 means that just the transportation allowance portion of rotational leave would not apply when weekly bussing is available, or if the 5 day leave would also not apply.

Based on discussions during the negotiation of the Project Terms, and based on the plain language of the article – "...no other provisions of the Collective Agreements...such as...rotational leave (or 'turnaround') will apply..." – it is our joint interpretation that when weekly transportation is available, there is no entitlement to either the rotational leave allowance or to the five day leave.


Workers are reminded, however, that all collective agreements afford them the prerogative of scheduling vacation periods with their employers.



 Mark McCullough
 Executive Director
 Alberta Building Trades Council


 R. Neil Tidsbury
 President
 Construction Labour Relations – Alberta

Signed this 18th day of April, 1997, in the City of Edmonton,

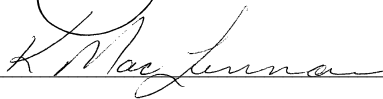
On behalf of the Coordinating Committee of Registered Employers' Organizations:

Per: 

Per: 

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

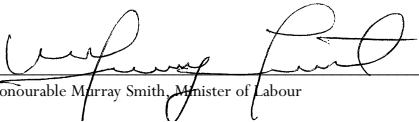
Per: 

Per: 

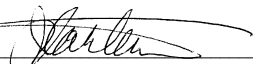
Witnessed by:



Honourable Anne McLellan, Minister of Natural Resources



Honourable Murray Smith, Minister of Labour



Mr. Jim Carter, Syncrude Canada

Respecting the Parties in each Trade Jurisdiction:

General Construction Boilermakers

General Construction Bricklayers - General

General Construction Bricklayers - Refractory

General Construction Camp Caterers

General Construction Carpenters

General Construction Cement Masons

General Construction Electricians

General Construction Elevator Constructors

General Construction Glass Workers

General Construction Insulators

General Construction Ironworkers - Reinforcing

General Construction Ironworkers - Structural

General Construction Labourers: #17

Lathers - Interior Systems Mechanics

General Construction Millwrights

> NOTES

General Construction Operating Engineers

General Construction Painters

General Construction Plasterers

General Construction Plumbers and Pipefitters

General Construction Refrigeration Mechanics

General Construction Roofers

General Construction Sheet Metal Workers

General Construction Sheeters, Deckers and Cladders

General Construction Sprinkler Fitters

General Construction Teamsters

General Construction Tilers

Specialty Construction Crane Rental Employees

Specialty Construction Non-Destructive Testing Employees