

# **SPECIAL PROJECT AGREEMENT**

for the

## **EDMONTON VALLEY LINE LRT**

**SPECIAL PROJECT AGREEMENT**

ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

BY AND BETWEEN:

**THE COORDINATING COMMITTEE OF REGISTERED EMPLOYERS'  
ORGANIZATIONS**

(hereinafter referred to as "the Coordinating Committee", on behalf of the  
Registered Employers' Organizations that have signed this Agreement (the "REOs"))

- and -

**THE BUILDING TRADES OF ALBERTA**  
(hereinafter referred to as "the Council", on behalf of  
the Unions that have signed this Agreement)

(Collectively, the "Parties")

**WHEREAS** the Edmonton Valley Line LRT Project [the "Project"] is a significant infrastructure project, and the Parties seek to maximize the success of employers and employees affected by Registration Certificates in terms of competing for and executing work on the Project;

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

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

**AND WHEREAS** it is the expressed intention of all of the parties hereto that the execution of this Agreement in no way detracts from the bargaining authority of any REO 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 REOs and the Unions have, based on the mutual understandings set out above, entered into the following terms and conditions of employment.

**Scope and Definition**

1. This Agreement shall be attached to and form part of each of the referenced Provincial Construction Collective Agreements for which the respective REOs and Unions have signed or subsequently sign this Agreement. This Agreement shall only apply in respect of Employers and employees engaged in the General Sector of the construction industry.

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2. This Agreement is intended to cover Capital Works as set out in Appendix 1 of this Agreement which Appendix shall be amended and updated from time to time in consultation with the Managing Contractor, if one is designated.

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

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

#### **No Bargaining Relationship for the Owner or Managing Contractor, if one is designated**

8. It is agreed that participation in any way in the processes and administrative matters contemplated in this Agreement does not mean that a bargaining relationship is created by the Owner or (if one is designated) the Managing Contractor (whether a corporation, partnership, joint venture or other incorporated organization) or any of their subsidiaries and affiliates or their successors or any of their project partners, with the Local Union, the Council, or any affiliate of the Council, whether by voluntary recognition or by action of law pursuant to Section 176 of the Alberta Labour Relations Code. Such participation of the Owner and Managing Contractor is accepted as being only for the purposes of this document and the enhancement of the Project and in no way will be used as the basis for a

bargaining relationship which would bind the Owner or Managing Contractor to any Collective Agreement with the Local Union, the Council, or any affiliate of the Council. Each Local Union further agrees it will not seek a common employer declaration or successorship declaration to bind the Owner or Managing Contractor to any bargaining relationship it has not already operated under.

#### **Effective Date**

9. This Agreement shall become effective for each of the signatory trades below on the 1<sup>st</sup> day of October, 2015.

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

10. This Agreement shall be reviewed by the Parties from time to time in consultation with the Managing Contractor, if one is designated. Any modifications to this Agreement shall require the Managing Contractor designee's approval in writing.

#### **Liaison Committee**

11. A Liaison Committee shall be established which shall meet on an informal basis at the call of any of the parties signatory hereto, but at least twice per year, to discuss matters of mutual interest pertaining to the Project and/or this Agreement, with the objective of promoting and maintaining beneficial relations and cooperation between the parties, and of ensuring the achievement of the purposes of this Agreement.
12. 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 the Owner and / or the Managing Contractor, if one is designated, are entitled to participate in the affairs of the Liaison Committee. Persons appointed to the Liaison Committee by Owner or Managing Contractor will be entitled to participate fully in the proceedings of the Committee but will not be entitled to vote.
13. The responsibilities of the Liaison Committee shall include:
  - (a) Establishing terms of reference for the Liaison Committee giving due recognition to the language and intent and purposes of this Agreement.
  - (b) Establishing rules of procedure for the Liaison Committee to carry out its responsibilities.
  - (c) Establishing processes to ensure that decisions of the Liaison Committee that affect this Agreement are recommended to the parties for incorporation into this Agreement.
  - (d) Establishing methods of resolving issues that the parties to and the persons bound by this Agreement are unable to quickly resolve.

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- (e) Assisting in the development, implementation and administration of initiatives towards the enhancement of quality and productivity.
- (f) Addressing differences between any parties engaged on the Project respecting whether certain work is or is not "construction".
- (g) Dealing with such matters as are referred to it by this Agreement.
- (h) Establishing and implementing programs and measures to accelerate the training and mentoring of supervisors, and candidates for supervisory positions.

It is the intention of the parties that the Liaison Committee shall provide for joint stewardship of key performance measures by labour, contractors and the owner or Managing Contractor including, without restricting the generality of the foregoing, safety, attendance, retention, apprenticeship and training, quality, cost, productivity and schedule. It is also the intention of the Parties that the Liaison Committee will be respectful of the collective bargaining, collective agreement administration and other bargaining agency roles and responsibilities of the Employers' Organizations and of the Local Unions.

#### **Basic Agreements**

##### **14. The Parties Agree To:**

- (a) Establish methods of resolving issues that the parties to and the persons bound by this Memorandum of Understanding are unable to quickly resolve;
  - (b) Assist in the development, implementation and administration of initiatives towards the enhancement of quality, productivity, safety, cost and schedule;
  - (c) Deal with such matters as are referred to it by the terms of this Agreement;
  - (d) Establish a forum, or forums through which commitments will be fulfilled.
15. The Parties agree to discuss matters of mutual interest pertaining to the construction project with the objective of promoting and maintaining beneficial relations and co-operation between the parties, and to discuss and implement ways to make the construction project successful.

##### **16. Hours of Work**

- 16.01 The start of the regular work day (which may be from 8 to 10 hours) may be scheduled from 6:00 am to 10:00 am, inclusive. Starting times after 9:00 am will not be the norm, and will only be scheduled when job conditions require a later starting time. Should specific project, community, seasonal or environmental conditions require, for all or parts of the project, additional scheduling flexibility, including the possibility of mid-week or weekend starts to the work week, the same will be addressed, and agreed to prior to implementation, between the affected employers and the unions representing affected employees, or by the Liaison Committee, in consultation with the Owner or Managing Contractor. Consent to such additional scheduling flexibility will not be unreasonably withheld. Where practical, the Employer will provide 24 hours' notice to affected employees of a change in the starting time and/or the work week.

16.02 Additional second or second and third shifts may be scheduled. The premium for such shifts shall be those set out in the respective Collective Agreements applicable to commercial / institutional work. If a Collective Agreement does not provide for a shift premium applicable specifically to commercial / institutional work, a specific premium shall be established by the subject REO and Union for application under this Agreement.

16.03 If all or more than half a regular work day is lost due to inclement weather, that amount of work may be scheduled for a Saturday and paid at straight time. If all or more than half a ten hour work day (i.e., a compressed work week) is lost due to inclement weather, that amount of work may be scheduled for a Friday (if the compressed week is Monday through Thursday) or a Monday (if the compressed work week is Tuesday through Friday, or a Saturday, and paid at straight time. It shall be optional for an employee to work the make-up time scheduled for him or her, but each employee shall be required to advise the Employer forthwith as to whether or not the employee will work the scheduled make-up time.

#### 17. Overtime

17.01 Time and one half shall apply to any overtime worked Monday through Friday, and to the first 8 hours of overtime worked on a Saturday.

17.02 Collective Agreement provisions for overtime meals shall not apply to work under this Agreement, in light of the urban location of the Project and the relative ease of access to food following completion of the day's work. Where overtime may be scheduled for extended periods, the affected employers and Unions shall discuss appropriate breaks and nutrition, in consideration of interests of health, safety, project performance and efficiency and equity.

#### 18. Holiday Observance

Forthwith after the execution of this Agreement, the Linison Committee shall establish a schedule setting out the days on which each General Holiday shall be observed. The schedule shall address General Holidays through 2020.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

[Redacted Signature]

For the Coordinating Committee of Registered Employers' Organizations

[Redacted Signature]

For the Building Trades of Alberta

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## APPENDIX 1

1. **CAPITAL WORKS** are defined as the Construction, as that term is defined in the *Alberta Labour Relations Code*, of the approximately 13 km. LRT system including below at grade, below-grade and above-grade sections, associated bridges, tunnels and crossings, approximately 12 neighborhood stops and stations, control centres, and operations and maintenance facilities.
2. **Capital Works** shall specifically exclude the following:
  - (a) construction work in respect to any contracts awarded
    - (i) to non-Building Trades affiliated contractors, or
    - (ii) prior to the date of this Agreement unless specifically included by the Owner or Managing Contractor.
  - (b) work performed by the Owner's own forces, contractors and their subcontractors on activities associated with transit operations and maintenance.
3. "Capital Works" pursuant to this Agreement will be deemed to be completed when the Owner has assumed possession of such work or component portion. If a contractor performs construction work in respect of an aspect of the project after it is assumed by the owner, then the Owner or Managing Contractor may choose to declare that this agreement also applies to that work.

**APPENDIX 2: Employers' Organizations and Local Unions**

1. This Appendix of collective agreements is attached to and forms part of the Agreement for the Project.
2. In the event any of the noted registration certificates is revoked during the term of this Agreement, or in the event there is a change in the employers' organization authorized to carry on bargaining for a representative group of employers, representatives of the Council and of the Coordinating Committee shall meet with the affected Local Union and the affected Employers to identify the Employers' Organization which shall then be referenced. Failing agreement by these representatives, the question of which Employers' Organization shall be referenced shall be decided by a single arbitrator appointed by agreement of the Coordinating Committee and the Council, who shall render a decision within 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.

<u>Trade Jurisdiction</u>	<u>Parties</u>	<u>Registration Certificate</u>
General Construction Boilermakers:		#7
	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge #146, and Boilermaker Contractors' Association of Alberta	



For the REO

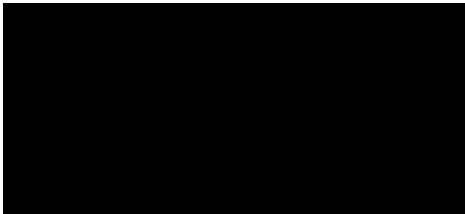
For the Union or Unions

General Construction Bricklayers - General:	#61
International Union of Bricklayers and Allied Craftworkers, Local #1 and Masonry Contractors Association of Alberta	

For the REO

For the Union or Unions

General Construction Bricklayers - Refractory:	#60
International Union of Bricklayers and Allied Craftworkers, Local #1 and Construction Labour Relations - An Alberta Association Bricklayers (Provincial) Trade Division	





**General Construction Carpenters:**

**#51**

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



For the REO



For the Union or Unions

**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**



For the REO



For the Union or Unions

**General Construction Electricians:**

**#52**

**International Brotherhood of Electrical Workers, Local #424, and Electrical Contractors Association of Alberta**

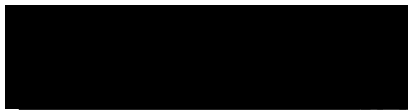
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For the REO

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For the Union or Unions

**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**



For the REO

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For the Union or Unions

**General Construction Glass Workers: #55**  
**International Union of Painters and Allied Trades, Local Union #177,**  
**and Glass Employers Association of Alberta**

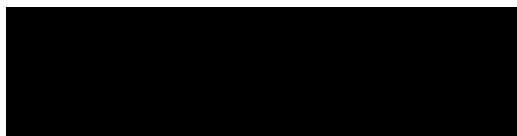
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For the REO

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For the Union or Unions

**General Construction Insulators: #9 *Allied***  
**International Association of Heat and Frost Insulators and ~~Asbestos~~ Workers, Local**  
**#110, and Construction Labour Relations - An Alberta Association Insulators**  
**(Provincial) Trade Division**

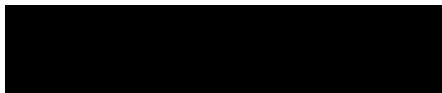


For the REO

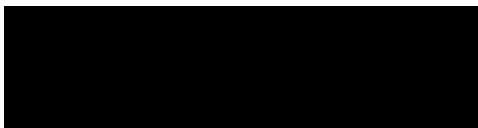


For the Union or Unions

**General Construction Ironworkers - Reinforcing: #47**  
**International Association of Bridge, Structural, Ornamental and**  
**Reinforcing Ironworkers, Locals #720 and #725, and Construction**  
**Labour Relations - An Alberta Association Ironworkers - Reinforcing (Provincial)**  
**Trade Division**



For the REO

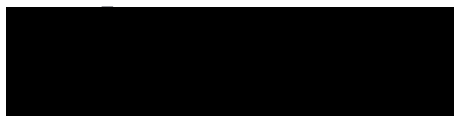


For the Union or Unions

**General Construction Ironworkers - Structural: #48**  
**International Association of Bridge, Structural, Ornamental and**  
**Reinforcing Ironworkers, Locals #720 and #725, and Construction**  
**Labour Relations - An Alberta Association Ironworkers - Structural (Provincial)**  
**Trade Division**



For the REO



For the Union or Unions

**General Construction Labourers:**

**#57**

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

[Redacted Signature]

For the REO

[Redacted Signature]

For the Union or Unions

**General Construction Millwrights:**

**#49**

**Millwrights, Machinery Erectors and Maintenance Union, Local 1460 of the United Brotherhood of Carpenters and Joiners of America, and Construction Labour Relations - An Alberta Association Millwrights (Provincial) Trade Division**

[Redacted Signature]

For the REO

[Redacted Signature]

For the Union or Unions

**General Construction Operating Engineers:**

**#24**

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

[Redacted Signature]

For the REO

[Redacted Signature]

For the Union or Unions

**General Construction Painters:**

**#58**

**International Union of Painters and Allied Trades, Local #177, and Alberta Coating Contractors Association**

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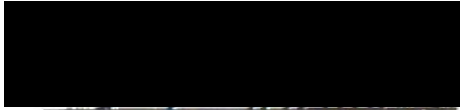
For the REO

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For the Union or Unions

**General Construction Plasterers: #64**

**Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Construction Labour Relations – An Alberta Association Plasterers (Provincial) Trade Division**



For the REO



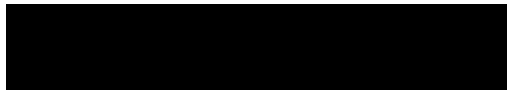
For the Union or Unions

**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**



For the REO



For the Union or Unions

**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**



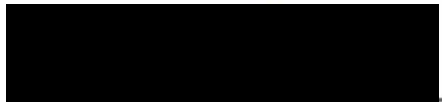
For the REO



For the Union or Unions

**General Construction Roofers: #59**

**Construction and General Workers' Local #92, Sheet Metal Workers' International Association, Local #8, and United Brotherhood of Carpenters and Joiners of America, Local #1325, and Construction Labour Relations – An Alberta Association Roofers (Provincial) Trade Division**



For the REO



For the Union or Unions



**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**

[Redacted Signature]

For the REO

[Redacted Signature]

For the Union or Unions

**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**

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For the REO

[Redacted Signature]

For the Union or Unions

**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**

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For the REO

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For the Union or Unions

**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**

\_\_\_\_\_  
For the REO

[Redacted Signature]  
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For the Union or Unions

**General Construction Tilesetters: #53**

**International Union of Bricklayers and Allied Craftworkers, Local #1, and Granite,  
Marble, Tile, & Terrazzo Union Contractors' Association of Alberta**

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For the REO

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For the Union or Unions

*2015 09-24 final*