

SPECIAL PROJECT NEEDS AGREEMENT

for the

**NORTH WEST REDWATER
STURGEON REFINERY PROJECT**

(As Amended June 2014)

SPECIAL PROJECT NEEDS AGREEMENT

ENTERED INTO THIS 17th DAY OF October, 2012

BY AND BETWEEN:

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

(hereinafter referred to as "the Coordinating Committee")

and -

THE BUILDING TRADES OF ALBERTA

(hereinafter referred to as "the Council")

(Collectively, the "Parties")

WHEREAS North West Redwater Partnership [the "Owner"] intends to construct the Sturgeon Refinery Project [the "Project"].

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

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

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

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

Scope and Definition

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

Duration and Application of Subsequent Collective Agreements

- 3 The provisions of this Agreement shall continue until the Owner confirms the conclusion of the Project, notwithstanding that such event may take place after the expiry date of the existing Collective Agreement. The work encompassed by this Agreement shall continue without interruption by strike, lock-out, work slowdowns, or any other action designed to limit output.
- 4 As collective bargaining, pursuant to a Registration Certificate or otherwise, may take place in the construction industry which will affect terms and conditions of employment, save and except where the same are provided for in this Agreement, such variations in the resulting Collective Agreement shall be picked up for the Project. Any applicable changes will be effective for the purposes of this Agreement as and when such changes become effective pursuant to the resulting Collective Agreement.
- 5 In the event a referenced Collective Agreement ceases to be in effect, then the applicable provisions of the most recent Collective Agreement shall apply, until such time as a renewal agreement is entered into by the Employers' Organization and the Union or the successors of either.
- 6 Each Employers' Organization and each counterpart Union undertake to propose to the other and to agree with the other that this Agreement will be attached to and form part of the Collective Agreement that will be concluded pursuant to any round of construction collective bargaining entered into or initiated during any period during the duration of this Agreement.
- 7 This Agreement shall be reviewed by the Parties from time to time in consultation with Sturgeon Refinery Corporation. Any changes to this Agreement will only become effective once ratified in writing by the Coordinating Committee and the Council and the Sturgeon Refinery Corporation. Ratification by the Coordinating Committee and the Council shall be through whatever process they shall each determine.

Part 3, Division 8 of the Alberta Labour Relations Code

- 8 For the duration of this Agreement, the Unions agree that they will not commence, carry on, participate in or fund any legal proceedings that challenge the validity of:
 - i.* This Agreement;
 - ii.* Any other project collective agreement entered into by other parties and unions relating to terms and conditions governing their relationship on the Project, whether the agreement is negotiated under the provisions of Part 3, Division 8 of the Alberta Labour Relations Code ("Division 8") or not,
 - iii.* Any part of Division 8;

including any challenges pursuant to the provisions of the Canadian Charter of Rights and Freedoms.

Should the validity of this Agreement, or any part of it, be challenged by anyone in proceedings before the Alberta Labour Relations Board, or any other competent court, arbitrator, or other judicial or administrative body, the Parties agree to take all necessary steps to defend the validity of the Agreement, or that part being challenged. Should a declaration be made by a competent authority ordering or declaring that all or any part of this Agreement is invalid, the Parties agree to take all necessary steps to cure that invalidity, including effecting any amendments to the Agreement, or entering into a new agreement.

The Unions and Registered Employers' Organizations who are signatory to this Agreement hereby agree to provide support for, and not object to, any applications made by the Project Owner to the Government of Alberta to designate, or extend a designation, of the Project as a project to which Division 8 applies to such date as may be requested by the Project Owner.

Should the Project Owner make application to the Government of Alberta to designate the Project as a project to which Division 8 applies, or extend an existing designation, the Government of Alberta shall take this as a request by the Parties to this Agreement that the designation, or extension of an existing designation, be made as quickly as possible.

The Parties agree that if a Division 8 Project Agreement comes into effect by virtue of Article 8 above, the provisions set out in this Article will apply to, and become a part of that Division 8 Project Agreement, and the term "this Agreement" as set out in this Article shall apply to that Division 8 Project Agreement. The Parties agree that any Division 8 Project Agreement described in this Article will be for the entire term that the Project is designated as a project to which Division 8 applies.

No Bargaining Relationship for Project Owner

- 9 It is understood by the parties hereto that no bargaining relationship is created by the Project Owner with the Unions, the Building Trades of Alberta, or any affiliate of the Building Trades of Alberta, by voluntary recognition or by action of law pursuant to Division 5 or 6 of Part 2, or sections 176 or 178 of the Alberta Labour Relations Code. Similarly, where the Owner has participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this document and the enhancement of the Project and in no way can be construed to be creating a bargaining relationship, extending a voluntary recognition or taking actions which, by action of law, would bind the Owner to any Collective Agreement with the Unions, the Building Trades of Alberta, or any affiliate of the Building Trades of Alberta.

Effective Date

- 10 This Agreement shall become effective for each of the signatory trades below on October 17th, 2012.

Dispute Resolution

- 11 Disputes or other grievances relating to Work on the Project which arise solely out of the interpretation or application of a Registration Collective Agreement will be resolved pursuant to the provisions of that Registration Collective Agreement, provided that Sturgeon Refinery Corporation shall be given notice of such grievances by the grieving party, and shall be informed at or around the time the grievance is filed by the grieving party of the facts or allegations which gave rise to the grievance. In the event the grievance is resolved without the need to go to arbitration, the Union and the Employer shall provide Sturgeon Refinery Corporation with the particulars of the settlement. In the event the grievance proceeds to arbitration, the Union shall give Sturgeon Refinery Corporation and the Employer concurrent notice of the date and location of the hearing, and Sturgeon Refinery Corporation or its designate shall have the opportunity to attend the hearing.

Disputes or other grievances relating to Work on the Project which arise in whole or in part out of the interpretation or application of this Agreement shall be resolved pursuant to the provisions of the relevant Registration Collective Agreement, modified as follows:

- i.* Sturgeon Refinery Corporation shall be given immediate notice of such grievances and shall be informed by the grieving party at or around the time the grievance is filed of the facts or allegations which give rise to the grievance;
- ii.* Sturgeon Refinery Corporation, or its designate, will have the ability to intervene as a party in any such grievances;
- iii.* A grievance under this Article may not be settled without the consent of Sturgeon Refinery Corporation; and,
- iv.* No relief will be granted against Sturgeon Refinery Corporation or the Project Owner in any proceeding instituted under this Article. This provision does not prevent any Employer from attempting to claim from the Project Owner (pursuant to contractual provisions between them) any additional costs or damages it incurs as a result of an adverse arbitration ruling.

Liaison Committee

- 12 A Liaison Committee shall be established which shall meet on an informal basis at the call of any of the parties signatory hereto, or at least quarterly, to discuss matters of mutual interest pertaining to the Project and/or this Agreement, with the objective of promoting and maintaining beneficial relations and cooperation between the parties, and of ensuring the achievement of the purposes of this Agreement.

- 13 The Committee shall consist of representatives of the Employers, 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 its designee are entitled to participate in the affairs of the Liaison Committee. Persons appointed to the Liaison Committee by Owner will be entitled to participate fully in the proceedings of the Committee but will not be entitled to vote.
- 14 The responsibilities of the Liaison Committee shall include:
- i. Establishing terms of reference for the Liaison Committee giving due recognition to the language and intent and purposes of this Agreement.
 - ii. Establishing rules of procedure for the Liaison Committee to carry out its responsibilities.
 - iii. Establishing processes to ensure that decisions of the Liaison Committee that affect this Agreement are recommended to the parties for incorporation into this Agreement.
 - iv. Establishing methods of resolving issues that the parties to and the persons bound by this Agreement are unable to quickly resolve.
 - v. Assisting in the development, implementation and administration of initiatives towards the enhancement of safety, quality, cost, productivity, and schedule.
 - vi. Addressing differences between any parties engaged on the Project respecting whether certain work is or is not “construction”.
 - vii. Dealing with such matters as are referred to it by this Agreement.
 - viii. Establish and implement programs and measures to accelerate the training and mentoring of supervisors, and candidates for supervisory positions.
- 15 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.

Notice

- 16 Notice given to any of the parties hereto shall, unless otherwise specified in this Agreement, be sufficient if in writing and delivered to or sent by postage prepaid registered first class mail, to the last known address of the parties, or sent to a facsimile transmitter number (with a report confirming transmission). In the absence of an express provision to the contrary, the delivery of any statement or document to any of the parties shall be sufficient if delivered in person, or if mailed by postage prepaid registered first class mail

to the last known address, and shall be deemed to be received on the earlier of the actual date of receipt or the seventh (7th) day after being mailed, or if a facsimile copy is transmitted by telecommunication device to the last known facsimile transmitter number in which event the document shall be deemed received on the date of that confirmed transmission. Each of the parties hereto shall keep the others informed as to a change of address, facsimile or phone number.

HARMONY PROVISIONS

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

Daily Travel

- 18 Buses will be supplied for daily transportation, and if, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit, it takes more than 60 minutes for either or both of the one way trips to travel between the centre of the city (101 Street and Jasper Avenue for Edmonton) and the project gates, a travel allowance will be paid. The travel allowance shall be calculated in 10 minute intervals. As an example, if the test runs average 65 minutes on the trip to the project and 65 minutes on the return trip, an allowance of 20 minutes for each day shall be payable. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses. Test runs shall be conducted from time to time, once during typical winter travel conditions and once during typical summer travel conditions. Test runs may also be requested when there has been a significant change in travel or site conditions.
- 19 In the event the employment of an employee is terminated by the Employer during a shift such that access to the provided daily transportation is not accessible in a reasonable and timely fashion, the Employer shall provide transportation to the terminated employee to the place at which the terminated employee had boarded the daily transportation that day. Should the terminated employee be required to wait more than two (2) hours on site for such transportation, the terminated employee shall be paid for all time spent on site in excess of these initial two (2) hours.

Transportation Committee

- 20 The Parties share a common interest in the safe, timely and efficient transportation of workers to and from all projects and in particular major projects adjacent to the major centres of Calgary and Edmonton. In recognition of this common interest the parties agree to establish a Project Transportation Committee (the "Committee") comprised of 4

representatives chosen by the Coordinating Committee and 4 representatives chosen by the Building Trades Association. The Committee will be co-chaired by one representative from each of the Coordinating Committee and the Building Trades Association.

- 21 The Committee will meet at least quarterly and otherwise as often as its mandate requires.
- 22 The expenses incurred by the Committee will be shared jointly by the Coordinating Committee and the Building Trades Association.
- 23 The mandate of the Committee shall be to develop strategies and best practices to promote safe, timely and efficient transportation of workers to and from projects and to present unified recommendations and submissions to project owners for implementation.
- 24 In pursuit of its mandate, the Committee will commission a traffic expert to prepare a transportation report in respect to each major project adjacent to Edmonton that includes recommendations for traffic control, the location of parking facilities, bussing or other mass transit strategies, and the location of ingress and egress roads.
- 25 The Committee will engage project owners to participate directly with it. In any event, prior to the commencement of work on the project the Committee will present its recommendations to the project owners and advocate for their implementation.
- 26 The Committee will be responsible to monitor the transportation of workers throughout the duration of the project and will continue to advocate for safe, timely and efficient transportation.

Hours of Work

- 27 When the 5 days on (Monday through Friday) and 2 days off shift cycle is utilized and when 10 hours per day are worked, overtime will apply to the first and tenth hours.
- 28 When ten hour shifts are worked, in lieu of the break and lunch periods specified in the respective referenced Provincial Construction Collective Agreements, there shall be two paid breaks of one half hour each, approximately equally spaced in the ten hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half shall be paid for the missed break.
- 29 In addition to the scheduling prerogatives in the respective referenced Provincial Construction Collective Agreements, and to facilitate any necessary workforce recruitment and retention from elsewhere in Canada, North America and globally, at the direction of the owner, any of work cycles 2 through 5 from Special Project Needs Agreement Template A may be implemented by an Employer. When any of these blended rate work cycles are implemented, all associated conditions set out in Template A in respect to each cycle shall also apply.

Additionally, during the term of application of any of such blended rate work cycles by an Employer, an “optional ten on an four off cycle” shall also be implemented by the Employer, and any employee of that Employer who is not eligible for any weekly or work cycle transportation and/or for whom the blended rate cycle is not intended will be given the choice of the regular five-tens cycle or the optional ten on and four off cycle.

When the optional ten on and four off cycle is utilized, the straight time days will be Tuesday through Friday in one week followed by Monday through Thursday in the subsequent week, with the scheduled Saturday and Sunday being paid at double time. Should an employee work on the scheduled days off, the Friday and Monday will be paid at time and one half, and the Saturday and Sunday will be paid at double time.

It is recognized and accepted that the crew of some Employers may not be large enough, or there may be other circumstances, for multiple work cycles to be practicable. In such circumstances, when such an Employer implements a blended rate cycle for the reasons noted above, there shall be discussion among that Employer, the Unions that represent the bargaining units of that employer, and the site labour relations coordinator to determine how the interests and preferences of the employees for whom the blended rate cycle is not intended may be best addressed.

Employers shall not, without prior written approval of Sturgeon Refinery Corporation, implement any shift cycles set out in this Agreement other than the 5 day on/ 2 days off or 4 days on/ 3 days off work weeks contemplated in the applicable Provincial Collective Agreements. Overtime which is not part of the scheduled 5 and 2 or 4 and 3 work weeks must not be worked without prior written approval by Sturgeon Refinery Corporation.

Reporting for Work

- 30 The Parties are committed to delivering value for paid time. Accordingly,
- i.* 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.
 - ii.* Employees shall be diligent in respecting start times, shift completion times, lunch periods and rest break periods.

Variations

- 31 The parties recognize that variations in the scheduling of the work week, reporting for work or returning from work, rest breaks, meal breaks and start and finish times may be appropriate from time to time, and that it may be appropriate that such variations affect all or only a portion of the Project. Any variations that are not permitted by the above Articles may be established by resolution adopted by the Liaison Committee and approved by the Owner.

Guidelines for Determining Real Residency

- 32 In making the determination as to whether a person is a “Local Resident” for the purposes of the Project, the following factors, as appropriate to the determination, will be taken into consideration:
- i. the dwelling place of the person’s spouse and dependents;
 - ii. personal property and social ties to the community;
 - iii. residential ties elsewhere;
 - iv. permanence and purpose of residence in a particular community;
 - v. documentation of:
 - a. property tax or rent receipts, telephone, gas or other utility receipts;
 - b. driver’s license;
 - c. vehicle registration or pink card;
 - d. income tax;
 - e. unemployment insurance documents;
 - f. voters’ list registration;
 - g. Employee benefit fund administration registration.

Pre-Job Conferences

- 33 There shall be a pre-job conference and mark-up in respect of each contract awarded. An Employer who is engaged in the capacity of a principal contractor shall notify the Council of all contracts awarded which come within the scope of this Agreement. Mark-ups will be provided by the Employer to the Council.

Apprentice Ratio

- 34 The Parties agree to cooperate in attaining the optimal training and deployment of apprentices on the Project and will accept persons qualified to become apprentices to fill the journeyman/apprentice ratio where there is a shortage of registered apprentices. The employment of apprentices (within regulatory requirements and limitations), will be promoted throughout the duration of the job, and shall provide for a spectrum of apprentices from the first year through to fourth year (as appropriate to the respective trade). The Owner has established a target workforce composition of 30% apprentices and the parties will work towards that target.

Hiring Preferences. Local Residents – Female Workers & Local Aboriginals

- 35 The early and continued participation of qualified local residents, female workers, and local aboriginal communities is desirable; accordingly, the parties agree to optimize employment and training opportunities for such qualified local residents, female workers, and members of the local aboriginal communities under this agreement.

Geographical Priority of Workers

- 36 The Parties are committed to working co-operatively to identify, recruit and employ workers in the following geographical order of priority in the employment of workers on the Project: 1. Local; 2. Alberta; 3. Canada; 4. North America; 5. beyond North America. The Parties recognize that “front-end” work will be required among them to maximize the use of North American workers.

Hiring

- 37 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 Project do not have to travel in order to pick up their dispatch or referral slips. The Union shall make every effort to use facsimile transmission, courier service or some other efficient means to avoid unnecessary travel, transportation and delay.
- 38 A process to facilitate the training, development and effective utilization of Supervision including site foremen will be developed in accordance with Schedule 3.

Lay-offs

- 39 The Parties recognize the substantial effort and cost involved in recruiting workers from out of Province to the Project but it is also accepted that workers within the local unions from Alberta expect consideration in terms of job retention on Alberta projects. Therefore, the protocol outlined in Schedule 3 will be followed.

Project Enhancements

- 40 Policies designed to enhance project performance, in terms of employee skills, supervisory skills, health and safety (including measures to address substance use and abuse), worker satisfaction, worker retention, productivity, effective training and employment of apprentices, mentoring, attendance, and other value-adding initiatives, shall be developed by the parties and implemented on the Project, subject to Owner approval.

Codes of Excellence

- 41 The Parties, with the concurrence of the Owner, support the application and administration of the respective Local Unions’ “codes of excellence”.
- 42 The Parties agree that they shall deal with the below listed matters on the basis that they will consider each of the items and agree on programs, implementation and administration. Those matters are health and safety, site closures, pre-job markups, training and maximization of the practical use of apprentices, and where appropriate, trainees.
- 43 The Parties agree that they will provide for the implementation of and administration of the program to minimize absenteeism and maximize retention, the commitments to

increase productivity, the program of job steward/supervisor leadership, the program for delivery of training and skills upgrading, and to assist in recruitment.

- 44 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.
- 45 The Parties agree to support and participate in value-added programs such as Behavioral Based Safety, semi-automatic and automatic welding technologies, and productivity enhancement programs.

General Holiday Observance

- 46 General Holidays shall be observed in accordance with Schedule 4 hereto.

When November 11th (Remembrance Day) falls outside of the observation dates referred to in Schedule 4, and an employee intends to be absent, with proper notification to the Employer, to attend Remembrance Day related ceremonies, shall not forfeit any subsistence allowance to which the employee would have been entitled, nor shall the employee be disciplined for such absence.

Site Closures.

- 47 In consultation with the Committees, the Owner may designate certain periods in the year during which construction activity on the site may be suspended or significantly reduced in order to accommodate holiday periods such as Christmas/New Year's period or other circumstances. The Owner may also require that the Employer maintain its services during such periods in order to meet Project needs.

Successor Organizations

- 48 This agreement assigns rights, roles and responsibilities to the Coordinating Committee and/or to the Council. In the event the Coordinating Committee ceases to exist or to represent the Employers' Organizations listed in Schedule 8 or the successors to any of them, the rights, roles and responsibilities assigned herein to the Coordinating Committee shall be carried out by the signatory Employers' Organizations, or the successors to any of them, collectively. In the event the Council ceases to exist or to represent the Local Unions listed in Schedule 8 or the successors to any of them, the rights, roles and responsibilities assigned herein to the Council shall be carried out by the signatory Local Unions, or the successors to any of them, collectively.

Site Stability

- 49 The Parties acknowledge that this Agreement is designed to achieve labour relations stability on the Project. It is a violation of this Agreement for the Parties, Employers, or Employees to do anything to harm, delay, or otherwise impede

construction of the Project. Any person engaging in such conduct will be subject to immediate removal from the Project site.

NWR or the Owner may establish policies relating to health, safety, environmental, and other matters relating to management of the Project site, which may apply to all Employees and Employers but will not form a part of this agreement. To the extent of any conflict, these policies will prevail over provisions relating to the same or similar subject matter in any Registration Collective Agreement. The provisions of this Article do not take away any rights the Unions or an individual would ordinarily have to challenge such policy.

The Parties recognize that because there will be employees represented by various unions working on the Project, there is a possibility of conflict between employees represented by rival unions, or between union employees and non-unionized employees. The Parties will not tolerate any form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct directed by employees, union representatives, or other persons, against other employees, union representatives, or other persons based on union affiliation, or lack of union affiliation. This prohibition includes all verbal communications, written materials, and gestures. The Project Owner has the right to remove any Employee, Union representative, or other person from the Project site should they engage in any such activities.

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

The Unions hereby agree not to use their access to the Project site as a means to attempt to organize employees not represented by them. Accordingly, no representative of the Unions allowed on the site will, directly or indirectly, solicit employees working on the site to become members of any of the Unions, or to otherwise support any of the Unions in an application for certification of their employer.

Jurisdiction


50 This agreement shall be governed by the laws of Alberta.

Amended and Signed on behalf of the Parties hereto this 20 day of June, 2014:

For the **Building Trades of Alberta:**



For the **Coordinating Committee of
Registered Employers' Organizations:**



Schedule 1

CAPITAL WORKS are defined as the Construction, as that term is defined in the *Alberta Labour Relations Code*, of that portion of the Project within the plant site battery limits, awarded under contract for construction by (*Contractor to be determined and specific work package or packages to be identified*).

Capital Works shall specifically exclude the following:

- construction work in respect to any contracts awarded to non-Building Trades affiliated contractors, or prior to the date of this Agreement unless specifically included by the Owner.
- work performed by the Owner's own forces, contractors and their subcontractors on activities associated with Plant operations and maintenance.

“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 may choose to declare that this agreement also applies to that work.

The Owner may amend this schedule in its discretion.

Schedule 2: Employers' Organizations and Local Unions

This Schedule of collective agreements is attached to and forms part of the Agreement for the Project.

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.

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.

Trade Jurisdiction Parties	Registration Certificate
General Construction Boilermakers: International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge #146, and Boilermaker Contractors' Association of Alberta	#7
General Construction Bricklayers - Refractory: International Union of Bricklayers and Allied Craftworkers, Locals #1 and #2, and Construction Labour Relations - An Alberta Association Bricklayers (Provincial) Trade Division	#60
General Construction Carpenters: United Brotherhood of Carpenters and Joiners of America, Locals #1325, and #2103, and Construction Labour Relations - An Alberta Association Carpenters (Provincial) Trade Division	#51
General Construction Cement Masons: 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	#43
General Construction Electricians: International Brotherhood of Electrical Workers, Local #424, and Electrical Contractors Association of Alberta	#52

- 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: #47
International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals #720 and #725, and Construction Labour Relations - An Alberta Association Ironworkers - Reinforcing (Provincial) Trade Division
- General Construction Ironworkers - Structural: #48
International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals #720 and #725, and Construction Labour Relations - An Alberta Association Ironworkers - Structural (Provincial) Trade Division
- General Construction Labourers: #57
Construction and General Workers' Local #92 and Construction and Specialized Workers' Local #1111, and Construction Labour Relations – An Alberta Association Labourers (Provincial) Trade Division
- General Construction Millwrights: #49
Millwrights, Machinery Erectors and Maintenance Union, Local 1460 of the United Brotherhood of Carpenters and Joiners of America, and Construction Labour Relations - An Alberta Association Millwrights (Provincial) Trade Division
- General Construction Operating Engineers: #24
International Union of Operating Engineers, Local Union No. 955, and Construction Labour Relations - An Alberta Association Operating Engineers (Provincial) Trade Division
- General Construction Painters: #58
International Union of Painters and Allied Trades, Local #177, and Alberta Coating Contractors Association
- General Construction Plasterers: #64
Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Construction Labour Relations – An Alberta Association Plasterers (Provincial) Trade Division

General Construction Plumbers and Pipefitters: #27

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #179, #488, and #496, and Construction Labour Relations - An Alberta Association Mechanical (Provincial) Trade Division

General Construction Roofers: #59

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

General Construction Sheet Metal Workers: #18

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

General Construction Sheeters, Deckers and Cladders: #13

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

General Construction Teamsters: #25

General Teamsters Local Union No. 362 Affiliated With The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Industrial Contractors Association of Alberta

Schedule 3: Other Issues

1. **Lay off Protocol:** - In the event of a layoff affecting Contractors working on the Project covered by this Agreement, the following protocol will be followed;
 - a. **Voluntary Lay-Offs** – Workers on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third.
 - b. **Leave of Absence** – As another option, workers on the Project may be offered the opportunity to exercise the option to take a Leave of Absence from the Project when there are lay-offs planned on the Project that would affect their trade. In such cases this option will be offered to Local Union members first, travel card members second, and workers on permits third. Should the leave of absence extend beyond fourteen days in duration the Worker may request a lay-off.
 - c. **Transfers** – In a situation where one contractor is planning to lay-off workers on the Project and workers in the same trade working for other contractors working on the Project have opted to accept a Voluntary Lay-Off or Leave of Absence as stipulated in (a) or (b) above, or in cases where there are unfilled calls for workers in that trade on the Project, transfers between contractors covered by the terms and conditions of this Project Agreement will be allowed, except that there will be no transfers between the construction site(s) and fabrication shops. The offer to accept a transfer under these circumstances will be made to Local members first, travel card members second, and workers on permit third.
 - d. **Lay-Offs** – Except as modified above, all lay-offs will be carried out in accordance with the terms of the applicable Registered Provincial Collective Agreement. It is understood that where a contractor on the Project is planning a lay-off of workers, workers in the trade where the lay-off is planned who are working for that contractor on the Project under a Labour Market Opinion will be subject to first lay-off unless they are able to be transferred under Clause (c) above.
 - e. **Delays in Transfers** – When a transfer under (c) above is planned but time is required to complete the transfer, the affected worker(s) will be allowed to remain on Subsistence, at no cost to the worker, until the completion of the transfer to a maximum of seven calendar days unless an extension is granted by the Owner.

2. **Supervision:** It is in the interests of the Parties to this Agreement to promote the training and development of foremen and other supervisors to manage the extensive amount of work contemplated for Alberta. Training and mentoring of supervisors will be facilitated and encouraged on the Project within the scope of this Agreement. Workers showing leadership potential will be encouraged to accept the role of foreman as needed on the Project and will be provided with the training and mentoring to make them successful. Where it is not feasible to meet the needs for supervision on site from within the ranks of Alberta tradesmen, or in those situations where there are special language situations that need to be considered, the Parties to this Agreement will establish a protocol for insuring that supervisory needs are met having due regard for the need to maintain safety, productivity,

quality, and a working environment that will promote the attraction and retention of workers.

Further work on the protocol for meeting Supervisory needs, or amendments as necessary to the Lay-Off Protocol above, may be carried on through the Liaison Committee(s) established for the Project or such other sub-committee as the Parties may agree to utilize.

Schedule 4 – Observance of General Holidays

General Holidays and related days off shall be observed in accordance with the below Project Calendar. If and when work cycles or schedules from SPNA Template A are applied, a calendar for observance of general holidays will be developed for applicability to each such work cycle or schedule.

Day of Week	Date	Holiday	Date Observed	Project Closed	
2012				First Day	Last Day
Monday	Feb-01	Family Day	20-Feb-12	17-Feb-12	20-Feb-12
Friday	Apr-06	Good Friday	6-Apr-12	6-Apr-12	9-Apr-12
Monday	May-21	Victoria Day	21-May-12	18-May-12	21-May-12
Sunday	Jul-01	Canada Day	2-Jul-12	29-Jun-12	2-Jul-12
Monday	Aug-06	Heritage Day	6-Aug-12	3-Aug-12	6-Aug-12
Monday	Sep-03	Labour Day	3-Sep-12	31-Aug-12	3-Sep-12
Monday	Oct-08	Thanksgiving Day	8-Oct-12	5-Oct-12	8-Oct-12
Sunday	Nov-11	Remembrance Day	12-Nov-12	9-Nov-12	12-Nov-12
Tuesday	Dec-25	Christmas	25-Dec-12	22-Dec-12	7-Jan-13
Wednesday	Dec-26	Boxing Day	26-Dec-12	22-Dec-12	7-Jan-13
2013					
Tuesday	Jan-01	New Year's Day	1-Jan-13	22-Dec-12	7-Jan-13
Monday	Feb-18	Family Day	18-Feb-13	15-Feb-13	18-Feb-13
Friday	Mar-29	Good Friday	29-Mar-13	29-Mar-13	1-Apr-13
Monday	May-20	Victoria Day	20-May-13	17-May-13	20-May-13
Monday	Jul-01	Canada Day	1-Jul-13	28-Jun-13	1-Jul-13
Monday	Aug-05	Heritage Day	5-Aug-13	2-Aug-13	5-Aug-13
Monday	Sep-02	Labour Day	2-Sep-13	30-Aug-13	2-Sep-13
Monday	Oct-14	Thanksgiving Day	14-Oct-13	11-Oct-13	14-Oct-13
Monday	Nov-11	Remembrance Day	11-Nov-13	8-Nov-13	11-Nov-13
Wednesday	Dec-25	Christmas	25-Dec-13	21-Dec-13	5-Jan-14
Thursday	Dec-26	Boxing Day	26-Dec-13	21-Dec-13	5-Jan-14
2014					
Wednesday	Jan-01	New Year's Day	1-Jan-14	21-Dec-13	5-Jan-14
Monday	Feb-17	Family Day	17-Feb-14	14-Feb-14	17-Feb-14
Friday	Apr-18	Good Friday	18-Apr-14	18-Apr-14	21-Apr-14
Monday	May-19	Victoria Day	19-May-14	16-May-14	19-May-14
Tuesday	Jul-01	Canada Day	30-Jun-14	27-Jun-14	30-Jun-14
Monday	Aug-04	Heritage Day	4-Aug-14	1-Aug-14	4-Aug-14
Monday	Sep-01	Labour Day	1-Sep-14	29-Aug-14	1-Sep-14
Monday	Oct-13	Thanksgiving Day	13-Oct-14	10-Oct-14	13-Oct-14
Tuesday	Nov-11	Remembrance Day	10-Nov-14	7-Nov-14	10-Nov-14

Thursday	Dec-25	Christmas	25-Dec-14	24-Dec-14	5-Jan-15
Friday	Dec-26	Boxing Day	26-Dec-14	24-Dec-14	5-Jan-15
2015					
Thursday	Jan-01	New Year's Day	1-Jan-15	24-Dec-14	5-Jan-15
Monday	Feb-16	Family Day	16-Feb-15	12-Feb-15	16-Feb-15
Friday	Apr-03	Good Friday	3-Apr-15	3-Apr-15	6-Apr-15
Monday	May-18	Victoria Day	18-May-15	15-May-15	18-May-15
Wednesday	Jul-01	Canada Day	29-Jun-15	26-Jun-15	29-Jun-15
Monday	Aug-03	Heritage Day	3-Aug-15	31-Jul-15	3-Aug-15
Monday	Sep-07	Labour Day	7-Sep-15	4-Sep-15	7-Sep-15
Monday	Oct-12	Thanksgiving Day	12-Oct-15	9-Oct-15	12-Oct-15
Wednesday	Nov-11	Remembrance Day	9-Nov-15	6-Nov-15	9-Nov-15
Friday	Dec-25	Christmas	25-Dec-15	24-Dec-15	4-Jan-16
Saturday	Dec-26	Boxing Day	26-Dec-15	24-Dec-15	4-Jan-16

Effective Date:

This Special Project Needs Agreement has been declared to be effective on the 17th day of October, 2012, pursuant to the provisions of the Letter of Understanding for Special Project Needs Agreements as attached to and forming part of the Collective Agreements between each of the above named Parties, and amended in accordance with the amending provisions herein.