

SPECIAL PROJECT NEEDS AGREEMENT

FOR THE

**Suncor Energy Services Inc. Master Framework
Agreement
(For Sustaining Capital Projects)**

SPECIAL PROJECT NEEDS AGREEMENT

ENTERED INTO THIS __ DAY OF _____, 2019

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 Suncor Energy Services Inc. [the "Owner"] intends to construct a number of projects as part of its ongoing investment in capital infrastructure;

AND WHEREAS the Special Project Needs Agreement (the "Agreement") will provide for an uninterrupted supply of quality trades people for the duration of these Projects, bridging any labour negotiations or disruptions which may take place in the general construction industry;

AND WHEREAS the Agreement is a recognition of organized labour as a key stakeholder in the overall success of the Projects;

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

AND WHEREAS this Agreement is beneficial to all of the stakeholders in terms of communications and working relationships;

AND WHEREAS the Owner has invited the Coordinating Committee and the Council to establish this Agreement as set out below;

AND WHEREAS the Coordinating Committee and the Council have entered into this Agreement on behalf of the Employers' Organization and the Local Union as set out below;

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 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’ Organizations, and the Local Unions have, based on the mutual understandings set out above, entered into the following terms and conditions of employment.

A. BASIC AGREEMENTS

1.0 Scope and Definition

The Collective Agreement shall govern the relationship in respect of the major capital facilities as part of the Project, except as is modified by this Agreement.

1.01 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 General Sector of the construction industry.

2.01 This Agreement is intended to cover Capital Works undertaken as part of the projects. Capital Works are set out in Schedule 6, which schedule shall be amended and updated from time to time in consultation with the Owner. This Agreement does not apply to work which is not “construction” work and does not apply to exploration or related works at or near the projects.

2.0 Purpose

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

- (a) The need to recognize that the socio-economic commitments for the projects are to:
 - (i) carry out the each project in a way that enhances the positive socio-economic effects and reduces the negative effects, while maintaining project economics and the ability to execute each Project;
 - (ii) provide many direct and indirect opportunities to the people of the Regional Municipalities where each project is located, as well as other Canadians;
 - (iii) ensure that individuals, communities and businesses in each project region have full and fair opportunity to participate in the benefits of the project;
- (b) The need to ensure that construction of each project shall proceed safely, efficiently, economically, and without interruption;
- (c) The need to ensure qualified and interested aboriginal and northern non-aboriginal residents working on each project are treated in a fair, equitable and respectful manner while working on each project;

- (d) The need to ensure that all Employees respect the rights and preferences of local communities;
- (e) The need to ensure that all Employees understand and respect the unique culture of those peoples who reside in the north;
- (f) The need to recognize that the execution of each project will present unique and unusual challenges regarding the ability of the Parties to meet demands for the supply of skilled labour in a timely manner; and that the Parties will need to develop creative solutions to meet these challenges;
- (g) The need to establish and maintain harmony between the negotiation and administration pursuant to this Agreement and the collective bargaining and relevant Provincial Collective Agreement (“Collective Agreement”) administration pursuant to Registration Certificates and bargaining authorizations in the balance of the Construction Industry in Alberta.
- (h) The need to maintain harmonious relations between each project construction work force other workforces in other construction and other activities on the said site, so that the effectiveness of all of the said work forces is enhanced.
- (i) 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.
- (j) The need to establish and preserve stability and harmony in the labour management relationships among the parties and the Employers and Employees engaged on each project, so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions, and confrontations are not tolerated.
- (k) The need to enhance the early participation on each project and the work experience of the qualified trades people and construction workers that are resident in the areas of each project.
- (l) The need to increase the level of safety in the construction industry and on each project particularly.
- (m) The need to provide for mechanisms through which each 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.

3.0 Application of Subsequent Collective Agreements

- 3.01** The provisions of this Agreement shall continue through to the conclusion of each project or until this Agreement is terminated in accordance with the provisions of this Agreement, whichever event shall first occur, notwithstanding that such events may take place after the expiry date of the existing Collective Agreements. 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.

- 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 this Agreement, such variations in the resulting Collective Agreement shall be picked up for the projects. 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.
- 3.03** In the event a referenced Collective Agreement ceases to be in effect during any period during which this Agreement remains in effect, then the applicable provisions of the most recent Collective Agreement shall apply, until such time as a renewal agreement is entered in to by the Employers' Organization and the Local Union or the successors of either.
- 3.04** Each Employers' Organization and each counterpart Local Union agree that, by this Agreement, each is estopped, for the duration of this Agreement, from attempting to change, alter or vary the terms of this Agreement.
- 3.05** Each Employers' Organization and each counterpart Local Union agree that should it attempt to change, alter or vary the terms of this Agreement or to propose that this Agreement not be attached to and form part of a renewal collective agreement concluded in respect to any such round of construction collective bargaining, that the other Party or the Council or the Coordinating Committee is entitled to obtain an immediate injunction or declaration or other order from a court or other decision making body which will permanently prohibit any attempt to change, alter, or vary this Agreement, or to require the offending Party to propose that this Agreement 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 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.

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

In the event that the Owner applies to have any of the projects designated pursuant to Part 3, Division 8, Section 196 of the *Alberta Labour Relations Code* and provided that under such designation the then existing terms of this Agreement are designated as the Collective Agreement between the Principal Contractor and the affected Trade Unions, then the signatories to this Agreement will support such designation application.

5.0 No Bargaining Relationship for the Owner or the Managing Contractor, if one is designated.

5.01 It is understood by the parties hereto that no bargaining relationship is created by the Owner, or the Managing Contractor if one is designated, or any subsidiaries and affiliates and their successors, or any of its project partners, with the Local Union, the Council, or any affiliate of the Council, by voluntary recognition or by action of law pursuant to Section 176 of the *Alberta Labour Relations Code*.

5.02 Similarly, where the Owner or Managing Contractor 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 Suite of Projects and in no way can be construed to be creating a bargaining relationship, extending a voluntary recognition or taking actions which, by action of law, would bind the Owner or Managing Contractor, to any Collective Agreement with the Local Union, the Council, or any affiliate of the Council.

5.03 Where the Owner is mentioned in this document, the terms shall be taken to mean the person or persons designated by Owner, if any, in respect to participation in the administration of portions of this Agreement, wherever that context is appropriate.

6.0 Effective Date & Duration

6.01 This Agreement shall become effective for the REOs and the Trade Unions referenced in Schedules A through _ on _____, 2019, and for such other REOs and Trade Unions that agree to be bound by this Agreement on the dates on which they reach such agreement.

6.02 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 five (5) year periods unless either the Council or the Coordinating Committee shall give notice, in writing, to the other party of its intention not to renew at least One Hundred and Twenty (120) days prior to the end of the term. Notwithstanding any notice served in accordance with this article, 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.

7.0 Review of Project Terms

7.01 The Parties hereto, together with or in consultation with the Owner and general contractor, shall meet in May 2020 to determine the wage schedules applicable to Schedule A through I for that year and how to determine the wage schedules in subsequent years. Projects under construction at the time of this review shall continue to pay the current rates under this agreement. The Parties shall consider the economic environment, prevailing wages and benefits on similar projects in Alberta, workforce supply and demand forecasts, and other relevant considerations. At no time shall the wage schedules in this agreement exceed those set out in the applicable wage schedules in the Registered Construction Collective Agreement. In the event of a difference between the Parties as to the wage schedule that should apply to a subsequent year, the gross wage rates for the wage schedule for the purposes of this Schedule shall maintain the same percentage differential with the gross wage rates under the Collective Agreement for that year.

8.0 Liaison Committee

8.01 A Liaison Committee shall be established which shall meet on an informal basis at the call of any of the parties signatory hereto, 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. The Liaison Committee will meet at least twice per year.

8.02 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 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.

8.03 The responsibilities of the Liaison Committee shall include:

- (a)** Establishing terms of reference for the Liaison Committee giving due recognition to the language and intent and purposes of this Agreement.
- (b)** Establishing rules of procedure for the Liaison Committee to carry out its responsibilities.

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

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

9.0 Notice

Notice given to any of the parties hereto shall, unless otherwise specified in this Agreement, be sufficient if in writing or via email or electronic invitation.

B. HARMONY PROVISIONS

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 applies, 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.

10.0 Hours of Work and Scheduling

10.01 The hours of work shall be as set out in the Collective Agreement with 40 hours being the regular work week. In order that there should be consistency on the site between various affiliates of the 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 40 hours of work. The start time for a regular working day or a compressed work week day will be between 6:00 and 8:00 a.m.
- (c) Recognizing that it may be necessary to establish schedules that accommodate flights to and from a Project for workers from Alberta, workers from other Canadian Provinces, or for Temporary Foreign Workers that may be employed on a Project, the Owner, the Managing Contractor, or all or some of the contractors affected by this Agreement may institute the work schedules under Schedules attached to this Agreement. Certain of these Schedules will be referred to as “Fly-in Fly-out Schedules” and will apply to all workers who utilize flights arranged for the purposes of transporting workers to and from a Project. Workers on fly-in fly-out schedules will not be entitled to initial or terminal travel provisions or turn-around provisions under their respective Provincial Collective Agreement. Alternative Fly-in Fly-out work schedules may be developed by the Parties provided such are ratified by the Coordinating Committee and by the Council, through whatever ratification process the Coordinating Committee and the Council shall each determine.
- (d) In addition to the Hours of Work above, the Owner, Managing Contractor, or the Employer may utilize the 14&7 work cycle as described in Schedule 1. The 10&4 work cycle otherwise known as the back to back 4-10’s as contained in the collective agreements may also be used. When this work cycle is used, the hours worked on the mid-cycle Saturday and Sundays shall be paid at time-and-one-half.
- (e) When the final day of the work cycle reduced due to the timing of flights, overtime at time-and-one-half shall apply to the last one-and-one-half hours worked on that day.
- (f) 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 1 regular work week. The premium(s) for any such second (“evening”) or third (“night”) shifts shall be in accordance with the provisions of the Collective Agreement. In no event shall the hourly rate be greater than the applicable overtime rate plus shift differential. The provisions of this clause (e) shall be reviewable annually by the Council and the Coordinating Committee on each anniversary of this Agreement.

10.02 Excusable Absence

- i. The absence occurs, despite all good faith efforts of the Employee to attend work and is due to circumstances beyond their control.
- ii. The Employee shall inform the Employer of the likelihood they will be unable to attend work, or attend at the scheduled time, at their earliest opportunity.
- iii. The Employee must provide the Employer the reasons for absence, and at their earliest opportunity, documentary or other evidence supporting their claim for an excused absence.

(a) Request for Pre-Authorized Absence

Where an Employee is seeking a pre-authorized absence and who has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and who gives the Employer at least 3 working days' notice of a request for leave of up to 1 day, will be granted the requested leave. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.

(b) Absence Due To Illness

For absences due to illness in accordance with section 53.982 of the *Employment Standards Code* (except that the qualifying period will be waived), the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances. For absences of 1 or 2 days, no medical confirmation of the illness will be required. However where there appears to be repetitive absences or patterns of absences, explanations will be required and the Employer and Employee involved will discuss the reasons for the absences and any measures to be taken to reduce them in the future.

(c) Calculation of Overtime in any Pay Period When Any Time is Missed

Notwithstanding any provision of this Collective Agreement, the formula for calculation of overtime in a pay period shall be:

$$\text{Overtime payable is } D = (C + A) - B$$

A = straight time hours missed as a result of excused or authorized absence

B = straight time hours scheduled for the pay period

C = all hours worked in the pay period

D = overtime hours earned

10.03 Subject to **10.02** above, when 10 hour shifts are worked, in lieu of the work breaks and lunch breaks provided for in the applicable Registered Construction Collective Agreements, the Employer shall have the option of scheduling 2 breaks of ½ hour each, approximately equally spaced in the 10 hour shift. The first break shall be unpaid. The second break shall be paid at applicable rates. Where necessary, a break may be moved to accommodate operational needs. In the event that an Employee is not able to take a break, the Employee shall be paid an extra 30 minutes at time-and-one-half for each missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of 10 hours. A change in scheduling of the breaks will normally be communicated to the affected Employees prior to the end of the work cycle before the change.

10.04 Reporting for Work

The Parties are committed to delivering value for paid time. Accordingly,

- (a) Unless some other reporting location is designated by the Employer, Employees shall be in attendance at their work station and prepared to commence work at the scheduled starting time for their respective shifts.
- (b) Employees shall be diligent in respecting start times, shift completion times, lunch periods and rest break periods.

10.05 Variances

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

10.06 Shift Cycles

Other shift cycles, and the premium pay in respect to such cycles, may be established by the Parties, and will become effective such are approved by the Liaison Committee or ratified by the Coordinating Committee and by the Council, through whatever ratification process the Coordinating Committee and the Council shall each determine.

10.07 Site Closures

In consultation with the Liaison Committee, the Owner or the Managing Contractor 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.

10.08 Furloughs

Work performed, at the Employer's request, during a period of furlough (a furlough being a minimum of 7 days) shall be compensated at time-and-one-half.

10.09 Vacations

Employees will be granted up to 2 weeks' vacation annually upon reasonable notice requesting such vacation. No more than 25% of the members of a crew may be on vacation at any given time.

10.10 Room Changes on Furloughs

Where a worker is requested to change rooms or camps by the Employer or the client's designated camp manager during a work cycle they will be paid 2 hours at regular rates of pay to carry out the move. This provision will not apply where a worker is required to pack their room at the end of a work cycle or to facilitate a move that will occur during the worker's furlough.

10.11 Show-Up Time

Workers who qualify for show-up time, subject to whatever conditions and criteria may be set out in the Collective Agreement, shall receive 2 hours at their straight time rate.

11.0 Transportation and Travel

Travel and transportation to site shall be governed by the Owner's travel and accommodations policy.

11.01 Transportation for Terminated Workers

Workers who are laid off will be provided with return transportation by air if on a fly in fly out schedule or by bus if appropriate at the earliest practical opportunity following lay-off. Workers who are not local residents who quit or who are terminated for cause will be provided with bus transportation to Edmonton.

11.02 Owner's Travel and Accommodation Policy

A policy setting out provisions for travel, surface and/or air transportation, and accommodations will be published by the Owner or the Managing Contractor, (or if the Employer or a group of Employers are providing the air transportation, such policy shall be published by the Employer or group of Employers) and amended from time to time. The policy shall address transportation for local residents, other members of the local unions, people from elsewhere in Canada, and temporary foreign workers. The policy shall also address parking locations for workers for whom air transportation is not provided, and the transportation from such locations to the camp or Project.

12.0 Mid-Shift Meals for Camp Residents

Notwithstanding the provisions of Article XI of the Camp Rules and Regulations or its successor agreement, camp residents will 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 the Owner. The contents of the bagged meal shall be addressed, as appropriate, by the Liaison Committee.

13.0 Overtime

Subject to **10.02**, all overtime shall be paid at time-and-one-half.

14.0 General Holidays

14.01 General Holidays will be observed as follows:

- (a) A General Holiday that falls on a day that, but for the General Holiday, is a day that would have been scheduled for work, the General Holiday will be observed on that date. That day will become a day off, or if worked, compensated at time-and-one-half, except for Labour Day, Remembrance Day or Christmas Day which shall be compensated at double time. If the Employer schedules work on Labour Day, Remembrance Day, or Christmas Day, each worker will have the option of working on the holiday, and the Union shall not discourage any worker from working on the holiday. A worker will not be disciplined for not working on Labour Day, Remembrance Day or Christmas Day if the worker advises the Employer at least 3 working days prior to the holiday of the worker's intention to take that day off.
- (b) A General Holiday that falls during a "vacation", or during a "furlough" (being 1 or more weeks off following a work cycle of consecutive weeks), will be deemed to have been observed on the day on which it falls, and will not affect the date of the return to a work cycle nor the rate of pay for that date.

15.0 Pre-Job Conferences

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

16.0 Local Residents, Aboriginal Residents and Women

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

17.0 Apprentices Ratio

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).

18.0 Geographical Priority of Workers

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.

19.0 Hiring

19.01 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 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.

19.02 A process to facilitate the training, development and effective utilization of Supervision including site foremen will be developed in accordance with Appendix 2.

20.0 Lay-offs

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 a lay-off protocol designed to balance these two interests will be developed as per Appendix 2.

21.0 Project Enhancements

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.

22.0 Successor Organizations

This agreement assigns rights, roles and responsibilities to the Coordinating Committee and/or to the Council. In the event the Coordinating Committee ceases to exist or to represent the Employers' Organizations listed in Schedule 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 7 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.

23.0 Jurisdiction

This agreement shall be governed by the laws of Alberta.

Schedule 1 – Fourteen and Seven (14&7) Work Cycle

- 1.** A work cycle will consist of 21 consecutive days, each of which will consist of 14 regularly scheduled days of work followed by 7 regularly scheduled days of rest. Each work day within a work week will consist of 10 regularly scheduled hours of work with a ½ hour unpaid lunch break occurring at approximately mid shift and 2 paid 15 minute paid work breaks, 1 occurring at approximately the middle of the first-half of the shift and the other at approximately half way through the second-half of the shift.
- 2.** In each shift the first one-and-one-half scheduled hours of work and the ninth and tenth scheduled hours of work will be paid at time-and-one-half in accordance with the overtime provisions of the appropriate Provincial Collective Agreement. The six-and-one-half regularly scheduled hours of work in between the first one-and-one-half scheduled hours of work and the ninth scheduled hour of work will be paid at straight time rates in accordance with the applicable Provincial Collective Agreement.
- 3.** Each work cycle will be followed by 7 consecutive scheduled days of rest, a “furlough”. The combination of the 14 scheduled days of work followed by the 7 scheduled days of rest will be referred to as a “14 and 7 cycle”.
- 4.** Work performed outside of the 10 scheduled hours of work in a day or on a scheduled day of rest will be paid at double time in accordance with the overtime provisions of the appropriate Provincial Collective Agreement.
- 5.** A worker who is transferred to a work cycle with a different start day must be provided with a minimum of 2 scheduled work days’ notice. If the worker has requested the transfer, then overtime rates will not apply for days worked as a result of the transfer. If the transfer is not as a result of a worker request, the worker shall be given a minimum of a 7 day furlough. Where a 7 day furlough is not provided, overtime provisions will apply for days worked, as a result of such transfer, for each day less than the 7 day furlough.
- 6.** Overtime meals will be as per the provisions of the applicable Provincial Collective Agreement.

Appendix 1 - Capital Works

CAPITAL WORKS are defined as the Construction, as that term is defined in the *Alberta Labour Relations Code*, of that portion of the Project, situated within the limits of the Project Site, awarded under a contract for construction, including the following Projects:

- 1)
- 2)
- 3)

(Other projects to be included as the Owner adds scopes of work)

Capital Works shall specifically exclude the following:

- (i) 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.
- (ii) 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 Appendix in its discretion.

Appendix 2 - 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 stay in camp or remain on Subsistence, at no cost to the worker, until the completion of the transfer to a maximum of 7 calendar days unless an extension is granted by the Owner or Managing Contractor or party with whom the camp manager is contracted.

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.

Appendix 3: Employers' Organizations and Local Unions

- 1.** This Schedule 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 week of his/her appointment.
- 3.** For each of the below listed trade jurisdictions, the Local Union which shall be referenced shall be the Local Union or Unions having territorial jurisdiction over areas in which work is carried on pursuant to the Project Terms.

Appendix 4: Alternative Work Cycles

1. Other work cycles as may be required for the efficient performance of the Capital Works or any part thereof may be developed by the Liaison Committee.
2. Each work cycle so developed shall include the compensation to be paid for each hour in the cycle, and the specific work and/or time for which the work cycle shall be implemented.

All of which is agreed this ___ day of _____, 2019:

For the Coordinating Committee:

For the Council:

**R. Neil Tidsbury
President**

**Terry Parker
Executive Director**