

**Special Project Needs Agreement
(SPNA)**

-for the-

**TransAlta
Sundance Unit 5 Project**

**Special Project Needs Agreement
(SPNA)**

Between

**The Coordinating Committee of Registered Employers' Organizations
on Behalf of those Registered Employers' Organizations that
Have Executed and Agreed to this Agreement
(The Employer)**

- and -

**Those Local Trade Unions that
Have Executed and Agreed to this Agreement
(The Union)**

(Collectively, the "Parties")

WHEREAS TransAlta (the Owner) intends to construct a project by the name: *Sundance Unit 5* (the Project); and,

WHEREAS the Parties wish to cooperate in ensuring they are successful in competing for work on the project; and,

WHEREAS this SPNA will provide for an uninterrupted supply of quality trades people for the duration of the Project, bridging any labour negotiations or disruptions which may take place in the general construction industry; and,

WHEREAS it is the expressed intention of the Parties that the execution of this Agreement neither detracts from the bargaining authority of any REOs or any Trade Unions pursuant to a Registration Certificate (as defined in section 175 of the Labour Relations Code) 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 Parties have, based on the mutual understandings set out above, entered into the following commitments:

Article 1: Effective Date

This Agreement shall become effective on December 21, 2020 for the REOs and the Trade Unions who have agreed and signed the respective Wage Schedules and for such other REOs and Trade Unions that subsequently agree to be bound by this SPNA and sign wage schedules.

Article 2: Scope & Particulars

- a) This Agreement shall only apply in respect of employers and employees engaged in the general sector of the construction industry.
- b) The scope of work for this project, which may be amended and updated from time to time in consultation with the Owner, to the extent it is known and able to be summarized, but not limited to is: *The installation of two power trains, consisting of combustion gas turbines, generators, HRSG with tie-ins to existing facilities and steam turbine.*
- c) This Agreement shall be attached to and form part of each of the Provincial Construction Collective Agreements between the respective Registered Employers' Organizations and Trade Unions. The terms of the Provincial Construction Collective Agreements are applicable, except where they are varied by this SPNA.
- d) If any conflict exists between these terms and conditions and the terms of the Provincial Construction Collective Agreements the terms of this SPNA shall prevail.
- e) In the event a Provincial Construction 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 Registered Employers' Organization and the Union or the successors of either.
- f) Work performed by the Owner's own forces, contractors and their subcontractors on activities associated with plant operations is excluded from this agreement.
- g) Work on the Project pursuant to this SPNA 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 declare that this SPNA also applies to that work.

Article 3: No Bargaining Relationship for the Owner

- a) It is understood by the parties that no bargaining relationship is created by the Owner, or any subsidiaries and affiliates and their successors, or any of its project partners, with the Local Unions, by voluntary recognition or by action of law pursuant to Section 176 of the *Labour Relations Code*.
- b) Similarly, where the Owner has participated in any way in the processes and administrative matters contemplated in this SPNA, 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 Local Unions.

- c) 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 SPNA, wherever that context is appropriate.

Article 4: Wages & Benefits

- a) The wages and benefits applicable for the Project shall be as they are set out in the attached Wage Schedules for the respective Trade Unions and REOs.
- b) Unless otherwise agreed and specified on the Wage Schedules, benefits, vacation and stat holiday pay shall be paid on an hours worked basis.

Article 5: Hours of Work

- a) The regular hours of work shall be established by the Owner, based on site requirements, transportation, and scheduling.
- b) All regular straight time hours in a pay period must be worked prior to being eligible for overtime rates, unless the worker was ill, has had pre-approval for time off, or an excusable absence, which is defined as:
 - 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 as soon as possible that they will be unable to attend work or attend at the scheduled time.
 - iii. The employee must provide the employer with the reason, and evidence supporting their claim for an excused absence.

Article 6: Overtime

All overtime shall be paid at 1.5x the regular rate of pay, except for hours worked on Christmas Day, Remembrance Day, Labour Day or after 12 hours in a day, which shall be paid at 2x.

Article 7: General Holiday Observance

- (a) Each general holiday shall be observed on the calendar date on which it occurs. The occurrence of a general holiday on an employee's scheduled day off shall not affect the start date of the employee's return to work, or the rate of pay for that day.
- (b) When a general holiday occurs on a day on which employees are scheduled to work, an employee who opts to not work on the general holiday shall give the employer the earliest possible notice, but in any event not less than 3 working days before the general holiday. Such an employee who is in a camp will not be required to pay for the room nor shall the any employee be penalized for opting to not work.

Article 8: Work Cycle(s)

At the time of bidding this project, the work cycle that is contemplated by the Owner shall be 5-10-hour days, Monday through Friday. Weekends off.

Article 9: 2 -30 Minute Break Option for a 10-Hour Workday

When 10-hour shifts are worked, in lieu of the work breaks and lunch breaks provided for in the applicable collective agreements, the employer shall have the option of scheduling 2 breaks of 30 minutes 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 an employee is not able to take a break, the employee shall be paid an extra 30 minutes at 1.5x for each missed break. The employee will be given a break as close to the regularly scheduled break as possible. The moving of these breaks may be done on an emergency basis only and shall not be implemented on a regular recurring basis. 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.

Article 10: No Trade Jurisdiction Disputes

- a) The Employer and the Unions agree that the work scopes completed by the various trade groups will generally follow the Alberta Apprenticeship and Industry Training Trade Regulations for each respective trade, with the understanding that there will be no disputes due to other trades working in composite crews.
- b) The Parties recognize that because there will be employees represented by various unions working on the open managed project, there is a possibility of conflict between employees represented by different unions, or non-unionized employees. The Parties agree that no form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct will be tolerated.
- c) No employee will refuse or threaten to refuse to perform work because other work was or will be performed or was not or will not be performed by workers/members of a particular trade union.

Article 11: Hiring Preference

The contractor shall be permitted to select 1 in 2 employees by name with their request for manpower, except where the Collective Agreement provides for a higher number, in which case the terms of the Collective Agreement shall apply.

Article 12: Travel Allowance

A travel allowance of \$30 per worker shall be paid per day worked, except where the Employer supplies transportation, then no travel allowance shall be paid.

Article 13: Participating Trade Groups

At the effective date of this SPNA, the following Trade Unions have agreed to participate on this project by virtue of signing the wage schedules which shall be attached to the SPNA. Should other trades be added and agree to participate on this project, after the effective date, this will be done by signing a wage schedule applicable to that trade and attaching it to the SPNA.

- Structural Ironworkers
- Pipefitters
- Carpenters
- Electricians