

**AIR PRODUCTS NET-ZERO HYDROGEN ENERGY PROJECT**

**DIVISION 8 PROJECT LABOUR AGREEMENT**

**BETWEEN**

**AIR PRODUCTS CANADA LTD.**

(herein referred to as the “Owner”)



**-AND-**

**Applicable Local Union**

(herein referred to as the “Union”)

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## **Preamble**

Whereas the Owner is undertaking a major capital project involving the construction of a Net-Zero Hydrogen Complex in east Edmonton (the “Project”);

And whereas the Owner has identified the need for uninterrupted labour supply and labour relations peace to ensure the Project is completed in a timely, cost efficient way;

And whereas it is the Owner’s intent to have the construction of the Project performed as a managed open site that allows opportunities for all contractors to bid on and perform work regardless of their union affiliation or non-affiliation;

And whereas the Minister of Labour has issued a Ministerial Order dated May 12, 2022, designating the Project as a project to which Part 3, Division 8 of the Alberta Labour Relations Code applies (“Designation”);

And whereas the Designation states that the Owner is the principal contractor of the Project, thereby giving the Owner the ability to negotiate collective agreements with unions;

And Whereas the Owner and the Union have concluded a collective agreement relating to the Project and wish to set out its terms herein;

Therefore, the Parties hereto agree as follows:

## **Article 1 Definitions**

1.0 The following terms will have the following meanings throughout this Agreement, and the Appendices:

- a) “Applicable Anti-Corruption Law” means any anti-corruption law that is applicable to any of the Parties or this Agreement, including the US Foreign Corrupt Practices Code of 1977 and the UK Bribery Code 2010.

- b) "Bargaining Relationship" means a collective bargaining relationship established by voluntary recognition or certification.
- c) "Code" means the Alberta *Labour Relations Code*, R.S.A. 2000, c. L-1, as amended or replaced from time to time, together with the regulations thereto.
- d) "Collective Agreement" means any collective agreement, including registration collective agreements, relating to construction work in effect between the Employer and the Union during the term of the Project that would ordinarily apply to Work on the Project if a Division 8 Agreement were not in place and includes an agreement specific to the Project.
- e) "Designated Location" means the Employee parking that is provided by the Owner for the purpose of temporary parking of Employee personal vehicles on a permit basis and including a marshaling point for Employees to access Employer-provided transportation. At present the Owner does not contemplate authorizing such transportation, but if it does, approved Designated Locations will become an Appendix to this Agreement.
- f) "Division 8 Agreement" or "Agreement" means this agreement and includes the Appendices and Schedules.
- g) "Employee" means any person represented by the Union employed by an Employer whose terms and conditions of employment are governed by this Agreement, and includes rig welders or other workers whose terms of engagement are governed by a Bargaining Relationship.
- h) "Employer" means an employer engaged to do Work on the Project that has Employees represented by the Union.
- i) "Lockout" means a lockout as defined under the Code.
- j) "Master Portion" refers to the body of this document excluding schedules and appendices.

- k) "Owner" means Air Products Canada Ltd., and any successor or assignee of Air Products Canada Ltd., or a party designated by it to act on its behalf in respect of any part of this Agreement.
- l) "Parties" means the Owner and the Union.
- m) "Payments" means wages, premiums, other items of compensation, and Employer contributions, that are payable in respect of Employees working on the Project, and includes amounts payable to any REO.
- n) "Policy Grievance" means a grievance where the subject-matter is of general interest and does not depend upon the behaviour of an individual employee.
- o) "Project" means phases 1 to 3 of the Air Products Net Zero Hydrogen Energy Complex construction project, including the construction of pipelines and modules necessary for the Project.
- p) "Project Liaison Committee" means a Committee appointed by the Owner to address all labour relations matters for the Project with primary focus on establishing Project-specific terms and consistency of execution on activities.
- q) "REO" means the Registered Employers' Organization that is entitled to bargain registration collective agreements with the Union.
- r) "Scheduled Overtime" means all overtime scheduled as part of the hours in a Shift Cycle established pursuant to this Agreement.
- s) "Shift" means each single work shift.
- t) "Shift Cycle" or "Work Schedule" means each single period of working days and days off.
- u) "Site" means the Project site.
- v) "Strike" means a strike as defined in the Code.

- w) "Temporary Foreign Workers" or "TFWs" means Employees, or prospective employees, who are not permanent residents or citizens of Canada.
- x) "Union" means the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers, Local Union 720.
- y) "Work" means the work defined in Article 3.3 below.

## **Article 2 Purpose**

- 2.0 The Parties to this Agreement recognize and understand this Agreement shall apply to the specific labour relations needs of the Project and, accordingly, have entered into this Agreement for the purpose of ensuring those needs are met. The Parties understand that the special needs of the Project include the need to:
- a) Promote harmonious relations, ensure a high level of safety, foster practices which will enhance project success and comply with the values of the Owner, address specific issues not addressed in the Collective Agreement between Employers (as hereafter defined) and the Union, and meet the goals and objectives of the Owner.
  - b) Maintain harmonious relations among the Project construction workforces and the workforces engaged in other construction activities and in the operation, maintenance and repair activities in respect to the facilities and equipment on the said Project, so that the effectiveness of all said workforces is enhanced.
  - c) Provide for mechanisms through which the Project will be unaffected by any disruptions that may result from collective bargaining between employers (or their REOs) and unions.
  - d) Foster work practices which will yield cost effectiveness, promote accident free and high-quality results, and provide fair compensation for all participants for productive and quality workmanship.

- e) Enhance Project performance in terms of Employee skills, supervisory skills, health, safety and environmental outcomes (including measures to address substance use and abuse), worker satisfaction, worker retention, productivity, effective training and employment of apprentices, mentoring, attendance, use of technology and other value adding initiatives.
- f) Establish and preserve stability and harmony in the labour management relationships among the Parties, so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions and confrontations are not tolerated.

2.1 Additional socio-economic goals for the Project include:

- a) Carrying out the Project in a way that enhances its positive socio-economic effects and reduces negative effects, while maintaining Project economics and the ability to execute the Project.
- b) Providing direct and indirect opportunities to local residents, members of Indigenous communities, women and the people of Alberta as well as other Canadians.
- c) Ensuring that individuals, communities and businesses in Alberta have full and fair opportunity to participate in the benefits of the Project.
- d) Ensuring qualified and interested individuals working on the Project are treated in a fair, equitable and respectful manner.
- e) Ensuring all Employees respect the interests of the communities near the Site.
- f) Recognizing that the execution of the Project may present unique and unusual challenges regarding the ability of the Parties to meet demands for the supply of labour in a timely manner, and that the Parties will need to develop creative solutions to meet these challenges.

### **Article 3 Scope, Application, Duration and Effective Date**

- 3.0 The Owner requires the Union, Employers and Employees to follow the terms of this Agreement. Except where specific reference is made to a provision in a Collective Agreement, the provisions of Collective Agreements between the Union and Employers do not apply in respect of Work on the Site.
- 3.1 This Agreement consists of the main body of the Agreement (the Master Portion) and Appendices A, B, and C. The content of the Agreement is structured as follows:
- a) The Master Portion sets out the basic agreements between the Owner and the Union relating to their participation in the Project;
  - b) Appendix A contains General Terms that the Owner is seeking to have all unionized employers and their unions follow in respect of Work on the Site, with some variation;
  - c) Appendix B contains terms specific to the Union and its Employers for Work on the Site;
  - d) Appendix C contains terms specific to the Union and its Employers when doing off-Site pipeline work (as described in Article 3.3(b) below) and off-Site modular construction and assembly work (as described in Article 3.3(c) below).
- 3.2 In any case of conflict between the Master Portion and the terms in an Appendix or Schedule, the Master Portion shall govern. In any case of a conflict between the terms in Appendices A and B, the terms in Appendix A will govern.
- 3.3 This Agreement will apply in respect of the following Work on or for the Project:
- a) Construction work done on the Site within any of the four sectors recognized by the Alberta Labour Relations Board;



- b) Pipeline construction work awarded to an Employer that is outside of the Site boundary and is for the purpose of connecting the Project to other facilities or pipelines;
  - c) Work done in support of the Project at an Employer's fabrication and module assembly facilities that are considered construction operations; and
  - d) Commissioning activities not performed by the Owner.
- 3.4 Notwithstanding Articles 3.0 and 3.1, the Owner may designate certain Work to be exempt from some or all of the terms in the Appendices, in which case the Owner and the Union will agree on the terms that will apply to that Work.
- 3.5 Work falling under this Agreement will be deemed to be completed when the Owner has assumed possession of such Work or component portion of that Work. If an Employer performs Work in respect of an aspect of the Project after possession has been assumed by the Owner, then the Owner may choose, in its sole discretion, to declare that this Agreement also applies to that Work.
- 3.6 Nothing in this Agreement shall be construed as giving the Union or any union exclusive jurisdiction over any Work on the Project. It is understood that the Project is a managed open site. The Union shall not commence, carry on, participate in or fund any challenge to the validity of this Agreement.
- 3.7 This Agreement shall not apply to any activity awarded to contractors not affiliated with the Union, or that is self-performed by the Owner.
- 3.8 The Parties agree that the terms and conditions of this Agreement are for the duration of the Project, regardless of whether or not any Collective Agreement expires during the construction of the Project.

3.9 This Agreement comes into effect upon execution, and shall continue until December 31, 2030 or, if the expiry date of the Designation is amended to a later date, on that later date.

#### **Article 4 No Bargaining Relationship for Owner**

4.0 Notwithstanding any other provision in this Agreement, the Owner has no bargaining relationship with the Union in respect of the Owner's employees. The Parties agree that the legislative authority granted to the Owner to bargain and enforce this Division 8 Agreement does not give the Union the status of bargaining agent in respect of the Owner's employees. The Union agree not to seek bargaining rights in respect of the Owner's employees.

4.1 Where the Owner or agents of the Owner participate 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 create a bargaining relationship or a collective agreement, extending a voluntary recognition or taking actions, which by action of law, would bind the Owner in any way to any collective agreement with the Union. For the sake of clarity, and notwithstanding any other provision in this Agreement, neither the Owner's role in the Project, nor its participation in any committees referenced in this Agreement, nor its participation in the development and implementation of any policies referenced in this Agreement means that it is the employer of any Employee, or has a bargaining relationship with the Union.

4.2 While not a party to this Agreement, the REO has the right to:

- a. bargain registration collective agreements that, provided they do not conflict with other provisions in this Agreement, will be incorporated into this Agreement pursuant to Appendices B and C;
- b. be consulted by the Owner if it desires to negotiate changes to the terms of this Agreement; and,
- c. at the request of an Employer, to assist that Employer in the administration of this Agreement.

## **Article 5 Union Conduct on Site**

- 5.0 Union representatives attending at the Site shall agree to follow all Site procedures and policies as required by the Owner.
- 5.1 The Union agrees to seek Site access from the Owner and the relevant Employer (where it intends to meet with an Employer or an Employee of the Employer) within a reasonable amount of time they wish to attend at the Site. Site access may be denied where the Owner believes reasonable notice has not been provided. The Owner reserves the right to require a specific number of hours of advance notice.
- 5.2 The Union agrees not to use their access to the Site as a means to attempt to organize employees not represented by them. No representative of the Union, and no Employees acting on behalf of the Union, shall, directly or indirectly, solicit employees on the Site, parking lots adjacent to the Site, or buses transporting workers to the Site, to become members of the Union or to support the Union in any application for Bargaining Rights. The Union agree that there shall be no union activity on the Site except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement, or as agreed to by the Owner.
- 5.3 During the term of this Agreement, no union, Employer or any Employees will permit, encourage, or participate in any cessation of Work, Strike, slowdown, or any stoppage of Work or act to restrict or interfere with the Employer's or Owner's operation. During the term of this Agreement, the Employer will not engage in any Lockout of its Employees that interferes with Work on the Project. If any Strike or Lockout action takes place in the Province of Alberta all parties agree that it will not impact the Project.

## **Article 6: Terms and Conditions of Employment**

- 6.0 The Parties recognize that when bidding on Work, employers rely on their Bargaining Relationships, or lack of Bargaining Relationships, in determining such things as the amount of their bid and the availability of skilled

tradespersons. As a result, the Parties believe it is important for employers to have some certainty in respect of the terms and conditions of employment they will be bound by when they perform the Work.

- 6.1 Therefore, the terms of employment in this Agreement that are in place and applicable to an Employer and its Employees at the time the Employer and the Employees commence a specific contract for Work on the Project will continue to apply to that Employer and its Employees irrespective of a subsequent change in bargaining agent that may apply to the Employer and its Employees, for all Work performed until the Employer has ceased Work on that specific contract.
- 6.2 As a result if, at the commencement of a contract for Work on the Project, an Employer does not have a Bargaining Relationship with the Union for one or more trades, and the Union subsequently acquires Bargaining Rights in respect to that trade or trades, the terms and conditions applicable to that Employer at the commencement of its Work will continue to apply to the affected Employees until the end of the specific contract they were working on at the time the Union acquired those Bargaining Rights.

## **Article 7: Project Liaison and other Committees**

- 7.0 The Owner may establish a Project Liaison Committee or other committees comprised of representatives of the Owner, the Union, Employers, and other employers and unions to provide advice on, and make suggestions and recommendations relating to, policies, practices, and rules, including in respect of health and safety matters. The Owner, after consultation with employers and unions, will establish terms and conditions of reference for these committees.

## **Article 8: Wage and Contributions Adjustments**

- 8.0 Subject to Article 8.4 below, the Parties agree that the Payments provided for in the Collective Agreements between the Union and its Employers shall

be those set out in the Collective Agreements, as may be amended in respect of the Project.

- 8.1 If a Collective Agreement as noted above should terminate or expire, the Payments in the terminated or expired Collective Agreement will continue to apply until a new Collective Agreement comes into effect.
- 8.2 Any variation to any terms and conditions including compensation terms established by this Agreement shall be subject to approval by the Owner. No Employer shall offer terms and conditions over and above what is described in the Collective Agreement except as explicitly defined in this Agreement, or as approved by the Owner under Article 8.3.
- 8.3 Subject to the Owner's discretion and approval, elements of compensation may be adjusted by agreement in respect to specific employees in particular trades.
- 8.4 At any time during the term of this Agreement, the Owner may serve a notice on the Union that it wishes to negotiate adjustments to any of the Payments, as defined in Article 1.0. Should the Parties not reach an agreement on adjustments within 60 days of the Owner serving notice, the Owner may engage the arbitration provisions in Part 3, Division 8 of the Alberta Labour Relations Code to resolve the dispute.

## **Article 9 – Disputes**

9.0 Disputes relating to the interpretation or application of the Master Portion, Appendices A or C, or a Policy Grievance relating to Appendix B:

Where an Employer and a Union (on its own behalf or on behalf of one or more Employees) have a dispute relating to the interpretation or application of the Master Portion, or Appendices A or C, or a Policy Grievance relating to Appendix B, they shall without delay provide notice of that dispute to the Owner. If the parties to the dispute and the Owner cannot resolve the dispute within ten (10) business days of it arising, the Employer or the Union may file a grievance in accordance with Appendix B of this Agreement, and immediately provide a copy

to the Owner. The parties will follow the relevant provisions of the grievance and arbitration process in Appendix B of this Agreement, with the exception that the Owner shall be deemed to be a party to the proceedings, including being able to participate in any arbitration proceedings. No dispute or grievance shall be resolved without the written agreement of the Owner. No relief may be granted by an arbitrator or arbitration board against the Owner.

#### 9.1 Disputes (other than Policy Grievances) relating to Appendix B:

Where an Employer or a Union (on its own behalf or on behalf of one or more Employees) have a dispute relating to the interpretation or application of Appendix B that is not a Policy Grievance, the party filing the grievance shall provide a copy to the Owner. Any settlement of the dispute or arbitration award shall be provided to the Owner. No relief may be granted by an arbitrator or arbitration board against the Owner.

### **Article 10: General Terms**

10.0 Each provision contained herein is declared to constitute a separate and distinct covenant and to be severable from all other such separate and distinct covenants. If any provision or covenant is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other covenant or provision contained herein.

10.1 Each Party, in performing under this Agreement, must ensure that neither it nor its employees, contractors, agents or representatives have given, offered, promised, or authorized, and shall not give, offer, promise, or authorize, anything of value, directly or indirectly, to a government official or any other person to influence or reward official action; to influence or induce a person to perform his or her work duties disloyally or otherwise improperly; or to reward a person for doing so. Each Party, in performing under this Agreement, shall comply with all Applicable Anti-Corruption Laws and must not give or offer to give, receive, or agree to accept, any payment, gift, or other advantage which violates an Applicable Anti-Corruption Law.

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- 10.2 Any modification to this Agreement must be in writing, and executed by the Parties.
  - 10.3 The headings contained in this Agreement are for convenience only and are not to be construed in any way as additions or limitation of the covenants and agreements contained in this Agreement.
  - 10.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
  - 10.5 The Union represents that no membership ratification is needed to bring this Agreement into effect, or to bring into effect any amendments to this Agreement.

## **APPENDIX A GENERAL TERMS**

**The Owner intends that, with some variation, the following General Terms will apply to all unions and their unionized employees working on the Site. The Parties understand that because the Owner is bargaining a number of Division 8 agreements, there will be some differences in these terms from agreement to agreement.**

### **Article 11 Harmony Provisions**

The Parties agree that in order to achieve appropriate working relationships amongst the various labour providers working on any Work to which this Agreement applies, the following conditions shall apply to all craft workers and all Employers of craft workers.

#### 11.0 Primary Schedule

- a) The primary schedule for the Project will be Monday to Friday, or Tuesday to Saturday, 10 hours at straight time for the first four days, and 8 hours of overtime at time and one-half on the fifth day, subject to the provisions below.
- b) With the Owner's approval, the Employer may work a different Work Schedule for the efficient construction of the Project including one of the Work Schedules set out in Schedule A to this Appendix. Work Schedules other than the primary schedule, and those described in Schedule A, may be worked with the approval of the Owner and the agreement of the Union.
- c) Work Schedules are intended to identify the 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 shift, or per cycle.
- d) The typical start time will be between 6:00 am and 9:00 am as determined by the Owner, subject to the shift work provisions below. Notwithstanding anything to the contrary in any Collective Agreement, no overtime or



premium pay will be payable to any Employee starting their Shift between 6:00 am and 9:00 am.

e) Excusable Absence

- (i) An excusable absence is an absence that 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.
- (iv) The Employer shall designate a phone number or email to be used by Employees reporting an absence.

f) Request for Pre-Authorized Absence

Where an Employee is seeking a pre-authorized excused absence and has not been absent, including late arrivals or early quits, or granted leave in the previous calendar 30 days, and gives the Employer at least three working days' notice of a request for leave of up to one day, the requested leave will be granted. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements. Employers in their sole discretion may grant excused absences of more than one consecutive day.

Employees are also entitled to those excused absences as set out in the Collective Agreement or the *Employment Standards Code*, provided they meet the relevant conditions.

g) Absence Due to Illness

Where an Employee needs to be absent due to illness the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances. For absences of one or two 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.

#### h) Calculation of Overtime in any Pay Period When Any Time is Missed

Notwithstanding any provision of a Collective Agreement, the formula for calculation of overtime in respect of the primary Work Schedule shall be that overtime on Friday (or Saturday for a Tuesday to Saturday Work Schedule) does not start until the worker has made up for unexcused missed time with respect to reasonably available straight time hours during the first four days of the Work Schedule.

**Scenario 1:** If an Employee working primary schedule of 4-10s and an 8, and misses a shift Monday through Thursday due to an **excused** absence (and has no other missed time), the worker will be paid overtime at time and one half for all hours worked on Friday.

**Scenario 2:** If an Employee working a primary schedule of 4-10s and an 8 misses a shift due to **unexcused** missed time, the overtime on Friday does not start until the unexcused missed time is made up.

**Scenario 3:** If an Employee misses time due to unexcused late starts / early quits, the overtime on Friday does not start until the unexcused missed time is made up.

### 11.1 Breaks During the Shift

The Owner will choose Option A or Option B and, subject to exceptions, it is the Owner's intent that the Option chosen will apply to all employers on the Site.

- a) Option A: There will be two (2) paid rest breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift. The two (2) paid rest breaks may be combined to

become one (1) paid thirty (30) minute break, if approved by the Owner. The standard one-half hour unpaid meal break will be provided.

- b) Option B: There will be two half hour breaks provided they shall be approximately equally spaced in the shift. The first break shall be paid at applicable rates, and the second break shall be unpaid. 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.
- c) Employees will receive a fifteen (15) minute paid rest break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day 10 hour day. A rest break will not apply to the meal break at twelve (12) hours. Flexibility for the timing of this break will be given to the Employer if the additional overtime is estimated to be less than one (1) hour.
- d) If an Employee has earned an overtime meal break but no meal is provided, they shall receive \$25 in lieu.

## 11.2 Shift Work

Shifts for which the start times are between 12:00 noon and 4:00 a.m. may be scheduled. To be classified as shift work rather than as overtime, such Shifts must be scheduled for at least 7 days(or nights). All shift work shall be paid a premium of \$3.00 per hour. Subject to Article 11.0 above, for a second shift, time-and-one-half will apply in the same manner as for the regular day shift. The \$3.00 shift differential is to be applied to all hours worked. In no event shall the hourly rate be greater than the applicable overtime rate plus shift differential.

## 11.3 Overtime

Overtime will be worked and paid as follows:

- a) For all hours worked in addition to the regularly scheduled work hours on any work day.

- b) For those hours identified as overtime in any Work Schedules.
- c) Scheduled overtime is defined as overtime that is part of a regular Work Schedule, and additional overtime that is scheduled at least 24 hours in advance. Scheduled overtime is mandatory and not voluntary, provided that an Employer may in its discretion excuse an Employee from working such overtime
- d) Unscheduled overtime shall not be unreasonably refused.
- e) Where an Employee does not have at least 8 hours of rest between Shifts, and a Collective Agreement states that overtime is, as a result, payable, then such overtime pay will be paid at time and one half the regular pay. Shift premium, where applicable, will be as per 11.2.
- f) All overtime will be paid at 1.5 times (1.5x) the Employee's regular rate of pay, except for the following work, which will be paid at two times (2x) the Employee's regular rate of pay:
  - a. Time worked on Remembrance Day, Labour Day or Christmas Day; and,
  - b. Time worked beyond twelve (12) hours in any single Shift.

#### 11.4 Reporting for Work

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

- a) Employees shall be in attendance at their work station or other location as designated by the Employer, and prepared to commence work at the scheduled starting time for their respective shifts; and shall remain engaged at their work station or other location designated by the Employer until such time as is designated by the employer for them to leave.
- b) Employees shall be diligent in respecting start times, shift completion times, lunch periods and rest break periods.

#### 11.5 Call-Back

An Employee who is called back to work in the same day will receive a minimum of two (2) hours' pay at the appropriate rate.

#### 11.6 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 Project, and shall provide for a spectrum of apprentices from the first year through to fourth year (as appropriate to the respective trade). The target is for a 30% apprentice workforce composition.

#### 11.7 Hiring Practices

- a) The Employer shall target hiring and employing a qualified and competent workforce including, however not limited to, qualified local residents, qualified female workers, qualified minorities, and qualified First Nation members. Accordingly, the Parties bound by this Agreement agree to encourage employment and training opportunities for qualified local residents, qualified female workers, qualified minorities, and qualified First Nation members under this Agreement.
- b) The Parties recognize that it is very unlikely that Employers will need to hire Employees who aren't already members of the Union or one of its sister locals. However, in the unlikely event that this cannot be done, the Parties recognize that it may be necessary for Employers to hire qualified Temporary Foreign Worker (TFWs). If an Employer wishes to hire TFWs because of the shortage of labour they will establish protocols for hiring, layoff and termination of TFWs and will comply with Owner stipulated requirements.
- c) The Union agrees to cooperate in the:
  - i. Acceptance of qualified TFWs for membership;
  - ii. Explanation of union membership and expectations to TFWs; and

- iii. Assistance in providing appropriate signage for TFWs in their native language;
- iv. Explanation of the provision of union assistance and services for workers to TFWs.

#### 11.8 Project Enhancements

- a) 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 the Owner's approval.
- b) The Parties agree to support and promote supervisory training for on-site supervision and to recognize the key role that the "supervisors" (whether lead hand, foreman, general foreman or superintendent), including the shop stewards, have with respect to on job productivity, Employee safety, quality of workmanship and customer satisfaction.

#### 11.9 General Holiday Observance

- a) Each general holiday shall be observed on the calendar date on which it occurs, or in accordance with a holiday observance schedule agreed to by the Parties. The occurrence of a general holiday on an individual's scheduled day off shall not affect the start date of the individual's return to work, or the rate of pay for that day. For clarity, if a general holiday falls on a weekend, it is not moved to the next work day; the exception is Canada Day, which is observed on July 2<sup>nd</sup> if July 1<sup>st</sup> is a Sunday.
- b) The general holidays shall be as follows: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; Alberta Heritage Day; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; any other general holiday recognized under the *Alberta Employment Standards Code*

#### 11.10 Site Closures

In consultation with the Liaison Committee, the Owner may designate certain periods in the year during which construction activity on the Project Site may be suspended or significantly reduced in order to accommodate holiday periods such as the Christmas to 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.

#### 11.11 Site Stability

- a) 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 bound by this Agreement, the employers or the employees to do anything to harm, delay, or otherwise impede construction of the Project. The parties acknowledge that the Owner has the right to remove any Employee or other person from the Project should they engage in any such activities.
- b) 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. This prohibition includes all verbal communications, written materials, logos, stickers, symbols and gestures. The parties acknowledge that the Owner has the right to remove any Employee or other person from the Project should they engage in any such activities.
- c) No Employee shall refuse to work with or alongside any other individual on the basis of their union affiliation, non-union affiliation or other status.
- d) No employee will refuse, or threaten to refuse to perform work for their 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 trade union.

#### 11.12 Site suspension for termination or quitting

- a) The Parties are committed to reduction of avoidable cost and disruption caused by turnover, and to ensuring the effectiveness of corrective discipline. Accordingly, the Parties agree that any worker who has been terminated for cause, and any worker that resigns from or abandons their position on the Project with an employer working on the Site shall not be permitted Site access with another employer for a period of 60 calendar days from the date of termination or resignation, except with written agreement of both employers. This will not apply to Employees who are laid off or de-mobilized by an employer because of shortage of work.
- b) The Employers will provide the Owner with names of Employees who are terminated for just cause, along with the general nature of the conduct that led to termination and with the names of Employees who have quit.

#### 11.13 Parking

- a) The Owner anticipates that all Employees will make their own arrangements for transportation to the Site. Should the Owner arrange for bussing from Edmonton or other Designated Locations to the site, the Parties will advise Employees of these arrangements.
- b) The Owner assumes no responsibility for loss or damage to Employees' vehicles or contents.
- c) The Owner may provide vehicle battery boosting equipment between November 15 and March 15.

#### 11.14 Travel

Employees shall not receive wages or mileage for travel time.

#### 11.15 Safety Orientation

- a) All Employees shall complete such safety orientation as the Employer and Owner may require.
- b) Employees will be compensated for time spent completing on site orientation.
- c) Union representatives who are granted permission to enter the Site will be required to complete any safety orientations required of Employees.



## 11.16 Vacation

Employers, acting reasonably, retain discretion over scheduling of vacations. At no time shall the workforce away on vacation exceed 25% of the workforce.

## 11.17 Contributions to Benefits and Benefit Trust Funds

It is agreed that all contributions with respect to benefits and trust funds shall be on the basis of hours worked.

## **Article 12**      **Site Policies**

- 12.1 The Owner reserves the right to ban, at its sole discretion, access to its Site or other Owner managed property or premises to any individual, subject to any access required by law.
- 12.2 The Owner will 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.
- 12.3 The Parties to this Agreement are committed to maintaining a safe and productive work environment for all Employees and other persons on the Project.
- 12.4 The Parties acknowledge the Owner's right to establish and determine its own alcohol and drug policy, including testing requirements, in addition to having Employers apply their own alcohol and alcohol policies. The Owner expects that its own alcohol and drug policy, and those applied by Employers, will use the provisions of the COAA *Canadian Model*, or equivalent language, and shall include as a minimum:
- a. Pre-Access Alcohol and drug screening
  - b. Reasonable cause alcohol and drug testing

- c. Post incident alcohol and drug testing; and,
  - d. Return to work post violation alcohol and drug testing
- 12.5 For greater certainty, the Owner shall bear no cost associated with the Employer carrying out pre-access alcohol and drug testing; the medical facility and laboratory costs of pre-access alcohol and drug testing shall be borne by the Employer, with the Employee carrying out the testing on their own time.
- 12.6 Subject to the express written consent of the Employee or prospective Employee, the Employer shall be required to notify the Owner when an Employee working on Site, or a prospective Employee who the Union intends to dispatch to Site, has failed an alcohol and drug test. Every Employee failing an alcohol and drug test, or otherwise violating an applicable alcohol and drug policy, will immediately be suspended from access the Site pending further steps as contemplated in the *Canadian Model*. The Owner reserves the unfettered discretion to determine if an Employee who has failed an alcohol and drug test, or otherwise violated an applicable alcohol and drug policy, shall be allowed to return to the Site and, if so, on what conditions.

### **Article 13      Duration and “No Strike and Lockout”**

- 13.0 The Parties agree that the terms and conditions of this Agreement are for the duration of the Project, regardless of whether or not any Collective Agreement expires during the construction of the Project.
- 13.1 During the term of this Agreement, no union, Employer or any Employees will permit, encourage, or participate in any cessation of Work, Strike, slowdown, or any stoppage of Work or act to restrict or interfere with the Employer's or Owner's operation. During the term of this Agreement, the Employer will not engage in any Lockout of its Employees that interferes with Work on the Project. If any Strike or Lockout action takes place in the Province of Alberta all parties agree that it will not impact the Project.

## **APPENDIX A, SCHEDULE A: ALTERNATIVE WORK SCHEDULES**

### **Shift Cycle 1**

10 days on, starting on a Monday or Tuesday, and 4 days off

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Reg	7	7	7	7	7	7	7	7	7	7	0	0	0	0
OT	3	3	3	3	3	3	3	3	3	3	0	0	0	0

Regular hours worked: 70 hours

Overtime hours worked: 30 hours

### **Shift Cycle 2**

14 days on and 7 days off

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Reg	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5
OT	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5

Day	15	16	17	18	19	20	21
Reg	0	0	0	0	0	0	0
OT	0	0	0	0	0	0	0

Regular hours worked: 91 hours

Overtime hours worked: 49 hours

### **Shift Cycle 3**

20 days on and 8 days off

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Reg	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5
OT	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5

Day	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Reg	6.5	6.5	6.5	6.5	6.5	6.5	0	0	0	0	0	0	0	0
OT	3.5	3.5	3.5	3.5	3.5	3.5	0	0	0	0	0	0	0	0

Regular hours worked: 130 hours  
Overtime hours worked: 70 hours

**Shift Cycle 4**

4 days on, starting on a Monday or Tuesday, followed by 3 days off

Day	1	2	3	4	5	6	7
Reg	10	10	10	10	0	0	0
OT	0	0	0	0	0	0	0

Regular hours worked: 40 hours  
Overtime hours worked: 0 hours

**Shift Cycle 5**

5 days on, starting on a Monday or Tuesday, followed by 2 days off

Day	1	2	3	4	5	6	7
Reg	10	10	10	10	0	0	0
OT	0	0	0	0	10	0	0

Regular hours worked: 40 hours  
Overtime hours worked: 10 hours (same principle as Primary Schedule)

## **APPENDIX B: TERMS OF PROJECT LABOUR AGREEMENTS SPECIFIC TO THE UNION AND ITS EMPLOYERS**

14.0 The term “Collective Agreement” is defined in this Agreement to include the collective agreement negotiated between the Union and the REO, that would ordinarily apply to Work on the Site. The terms and conditions in the relevant Collective Agreement, as amended pursuant to the terms of this Agreement, and relating to matters that are not covered in Appendix A, are hereby incorporated into this Agreement. Where terms or conditions of this Agreement imported from a Collective Agreement conflict with any other term or condition in this Agreement, the terms imported from the Collective Agreement shall not apply.

14.1 Terms and conditions of employment, save and except where the same are provided for in this Agreement, that are varied or otherwise changed within the current or subsequent Collective Agreements shall be incorporated into the this Agreement, and become effective when such variations or changes become effective in the applicable Collective Agreement.

14.2 While the Owner has sole authority to bargain this Agreement, and any amendments with the Union, the Owner and the Union recognize the authority of the REO to bargain terms of the Collective Agreements, and to negotiate any concessions that might reduce the cost of those Collective Agreements to Employers.

14.3 Should any union that is party to a Division 8 agreement with the Owner have a claim for jurisdiction in respect to Work, against another union that is party to a Division 8 agreement with the Owner, the Employer responsible for executing the Work shall determine which union has jurisdiction over the Work. The Employer’s determination of jurisdiction will be binding until varied in accordance with the procedure set out in Part 3, Division 9 of the Code. No claim for jurisdiction can be made by or against a union that is not a party to a Division 8 agreement with the Owner. No claim can be made by or against a union that is not governed by Part 3, Division 9 of the Code. No claim can be made by or against a union that does not have a bargaining relationship with the Employer responsible for executing the Work.

14.4 Without limiting management rights, welding and rigging are overlapping tasks (as contemplated in the *Designated Trades and Restricted Activities Regulation*, Alta Reg 161/2022). Accordingly, all welding and rigging, including for vessels, tanks, equipment, steel or iron, modules, sheet metal, or pipe, may be performed by a tradesperson with a ticket or indentured apprenticeship in any of the designated trades mentioned in Alta Reg 161/2022 so long as they are determined to be competent by their Employer.

**APPENDIX C: TERMS OF PROJECT LABOUR AGREEMENTS  
SPECIFIC TO OFF-SITE FABRICATION AND MODULAR ASSEMBLY  
WORK AND OFF-SITE PIPELINE WORK**

1.0 The terms and conditions of the Collective Agreement(s) that would ordinarily apply to an Employer for this Work are hereby incorporated into this Agreement.

1.1 The following additional terms from Appendix A apply to this Work:

**Term**

a) This Agreement will be in force until the Employer's Work on or for the Project is completed.

**Hiring Practices**

a) The Employer shall target hiring and employing a qualified and competent workforce including, however not limited to, qualified local residents, qualified female workers, qualified minorities, and qualified First Nation members. Accordingly, the Parties bound by this Agreement agree to encourage employment and training opportunities for such qualified local residents, qualified female workers, qualified minorities, and qualified First Nation members under this Agreement.

b) The Parties recognize that it is very unlikely that Employers will need to hire Employees who aren't already members of the Union or one of its sister locals. However, in the unlikely event that this cannot be done, the Parties recognize that it may be necessary for Employers to hire qualified Temporary Foreign Worker (TFWs). If an Employer wishes to hire TFWs because of the shortage of labour they will establish protocols for hiring, layoff and termination of TFWs and will comply with Owner stipulated requirements.

c) Provided that an Employer has satisfied all requirements for hiring TFW's set out by the federal or provincial governments, the Union agrees to cooperate in the:

- i. Acceptance of qualified TFWs for membership;
- ii. Explanation of union membership and expectations to TFWs;  
and
- iii. Explanation of the provision of union assistance and services for workers to TFWs.

### **Project Enhancements**

a) 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 the Owner's approval.

b) The Parties agree to support and promote supervisory training for on-site supervision and to recognize the key role that the "supervisors" (whether lead hand, foreman, general foreman or superintendent), including the shop stewards, have with respect to on job productivity, Employee safety, quality of workmanship and customer satisfaction.

### **General Holiday Observance**

a) Each general holiday shall be observed on the calendar date on which it occurs, or in accordance with a holiday observance schedule agreed to by the Parties. The occurrence of a general holiday on an individual's scheduled day off shall not affect the start date of the individual's return to work, or the rate of pay for that day. For clarity, if a general holiday falls on a weekend, it is not moved to the next workday.



b) The general holidays shall be as set out in the applicable Collective Agreement.

### **Project Stability**

a) 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 bound by this Agreement, the employers or the employees to do anything to harm, delay, or otherwise impede construction of the Project. The parties acknowledge that the Owner has the right to remove any Employee or other person from the Project should they engage in any such activities.

b) 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 other 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. This prohibition includes all verbal communications, written materials, logos, stickers, symbols and gestures. The parties acknowledge that the Owner has the right to remove any Employee or other person from the Project should they engage in any such activities.

c) No Employee shall refuse to work with or alongside any other individual on the basis of their union affiliation, non-union affiliation or other status.

d) No Employee will refuse, or threaten to refuse to perform work for their 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 trade union.

### **No Strike and Lockout**

During the term of this Agreement, no union, Employer or any Employees will permit, encourage, or participate in any cessation of Work, Strike, slowdown, or any stoppage of Work or act to restrict or interfere with the Employer's or Owner's operation. During the term of this Agreement, the Employer will not engage in any Lockout of its Employees that interferes with Work on the Project. If any Strike or Lockout action takes place in the Province of Alberta all parties agree that it will not impact the Project.

1.2 Where terms or conditions referenced in Article 1.0 conflict with terms of conditions set out in Article 1.1, the provisions in Article 1.1 will prevail.