

DOW CHEMICAL CANADA ULC PROJECT PATH2ZERO

DIVISION 8 PROJECT LABOUR AGREEMENT

BETWEEN

DOW CHEMICAL CANADA ULC

(herein referred to as the "Owner")

-AND-

Applicable Local Union

(herein referred to as the "Union")

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Master Portion

Preamble

Whereas the Owner is undertaking a significant capital project involving the expansion of its current Fort Saskatchewan, Alberta site to create a net zero carbon emissions integrated ethylene cracker and derivatives operation concerning scope 1 and 2 carbon dioxide emissions (the "Project");

And whereas the Owner has identified the need for uninterrupted labour supply and labour relations peace to ensure Project completion in a cost-efficient way;

And whereas the Owner intends to have the Project constructed 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 No 2022-02 dated December 6, 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 on behalf of Employers to the extent they have a bargaining relationship with the Union;

And Whereas the Owner and the Union have concluded a collective agreement relating to the Project ("Division 8 Agreement") and wish to set out the terms of this Agreement;

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 applies to any Party to this Agreement, including the US Foreign Corrupt Practices Code of 1977 and the UK Bribery Code of 2010.
- b) "Bargaining Relationship" means a collective bargaining relationship established by voluntary recognition or certification.
- c) "Code" means the Alberta *Labour Relations Code*, RSA 2000, c. L-1, as amended or replaced from time to time, and the regulations thereto.
- d) "Collective Agreement" means any collective agreement, including registration collective agreements, relating to construction or maintenance 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) "Construction Work" means work defined as "construction" in the Code and includes any work done in the General Construction Sector, the Roadbuilding and Heavy Construction Sector, Specialty Construction Sector and Pipeline Construction Sector recognized by the Alberta Labour Relations Board.
- f) "Designated Location" means the Employee parking provided by the Owner or the Employer for temporary parking of Employees' personal vehicles on a permit basis and marshalling points for Employees to access Employer-provided transportation. If the Owner implements a bussing or other transportation program, approved, Designated Locations and their use including regulations will become an Appendix to this Agreement.
- g) "Division 8 Agreement" or "Agreement" means this agreement and includes the Appendices and Schedules.

- h) "Employee" means any person represented by the Union employed by an Employer whose terms and conditions of employment are governed by this Agreement.
- i) "Employer" means an employer engaged in doing Work on the Project with Employees represented by the Union.
- j) "Jurisdictional Dispute" means a dispute between two or more unions signatory an agreement under Part 3 Division 9 of the Code concerning a trade jurisdiction assignment by the Employer responsible for the installation of the scope of work in question.
- k) "Lockout" means a lockout as defined under the Code.
- l) "Local Resident" means a person whose Primary Residence is readily accessible to the Site by daily commuting and includes persons whose Primary Residence is within 80 radial kilometres of the Geodetic Center of Fort Saskatchewan.
- m) "Maintenance Work" means maintenance done as part of a long-term maintenance contract, or outage or turnaround maintenance done as part of a shutdown of all or part of the Site, and includes maintenance that is being done on the Site but is not part of the Project.
- n) "Master Portion" refers to the body of this document, excluding schedules and appendices.
- o) "Owner" means Dow Chemical Canada ULC, and:
 - a. Any successor or assignee of that company;
 - b. Any party designated by that company in writing to act on its behalf in respect of any part of this Agreement; and
 - c. Any other party that will own and operate Third Party Works, or becomes responsible for the construction and maintenance of Third Party Works, but they will only be deemed to the Owner in respect of the Third Party Works they are responsible for.

- p) "Parties" means the Owner and the Union.
- q) "Payments" means wages, premiums, and other items of compensation contained within the gross rate payable in respect of Employees working on the Project, as well as Employer contributions in a Collective Agreement that would ordinarily apply to Work, including amounts payable to an applicable Employers' Organization and the Rapid Site Access Program where applicable.
- r) "Primary Residence" means the place where an Employee, in the settled routine of their life, regularly, normally or customarily lives, with the underlying premise that everyone must be a resident somewhere.
- s) "Project" means phases 1 and 2 of the Owner's construction of a net zero carbon emissions integrated ethylene cracker and derivatives operation concerning scope 1 and 2 carbon dioxide emissions at its Fort Saskatchewan site, and includes the work defined in Article 3 below.
- t) "Project Liaison Committee" means a Committee appointed by the Owner to address all Project and Site related labour relations matters for the Project with a primary focus on providing advice to the Owner on Project-specific terms and consistency of execution of activities.
- u) "Scheduled Overtime" means all overtime scheduled, in advance, as part of the hours in a Shift Cycle established under this Agreement.
- v) "Shift" means each single work shift.
- w) "Shift Cycle" or "Work Schedule" means each single period of working days and days off.
- x) "Site" means the Project site near Fort Saskatchewan, Alberta.
- y) "Strike" means a strike as defined in the Code.

- z) "Temporary Foreign Workers" or "TFWs" means Employees, or prospective employees, who are not permanent residents or citizens of Canada.
- aa) "Union" means International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local 720.
- bb) "Work" means the work defined in Article 3.0 below, and "Third Party Work" means work defined in Article 3.0 below that is part of the Project but is tendered and contracted for by an Owner described in definition "o(c)" above.

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 to meet those needs. The Parties understand that the unique needs of the Project include the need to:
- a) Promote harmonious relations, ensure safety, foster practices which will enhance project success and comply with the Owner's values, and meet the goals and objectives of the Owner.
 - b) Maintain harmonious relations among the Project workforces and the workforces engaged in other activities and in the construction, operation, maintenance and repair activities concerning the facilities and equipment on the Project so that the effectiveness of all said workforces is enhanced.
 - c) Provide mechanisms through which the Project will be unaffected by any disruptions resulting from collective bargaining between employers (or their Registered Employers' Organizations) and unions.
 - d) Foster work practices which will yield cost effectiveness, promote safety incident-free and high-quality results and provide fair compensation for all participants for productive and quality work.

- e) Enhance Project performance in terms of Employee skills, supervisory skills, health, safety and environmental outcomes (including measures to address substance possession, use and abuse), respectful harassment-free and violence-free workplaces, worker satisfaction, worker retention, productivity, 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 between the Employer and Union. Ensure processes to resolve differences and problems expeditiously. Inefficiencies, interruptions and confrontations will not be tolerated and all parties commit to reduce such possibilities.
- g) Recognize that the execution of the Project may present extraordinary challenges regarding the Employer's and Union's ability to meet the labour supply requirements and develop innovative solutions to meet these challenges.

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 adverse effects while maintaining Project economics and the ability to execute the Project.
- b) Removing barriers and enabling protocols for work opportunities to qualified tradespeople who voluntarily disclose they are members of a Treaty 6 First Nation.
- c) Providing direct and indirect opportunities to Local Residents, members of Indigenous communities, women, other disadvantaged groups, the people of Alberta and other Canadians.
- d) Ensuring that individuals, communities and businesses in Alberta have full and fair opportunities to participate in the benefits of the Project.
- e) Treating individuals working on the Project equitably and respectfully.

- f) Ensuring all Employees respect the interests of the communities near the Site.

2.2 The Project requires skilled tradespeople in great numbers across several classifications. The Employer and Union will supply the required workforce during significant economic upheaval and generational transition. Accordingly, the Project requires coordination to effectively invite the workforce team members to reasonably participate with employers across all Project Work.

Article 3 Scope, Application, Duration and Effective Date

3.0 This Agreement will apply in respect of the following Work, including Third Party Work, on or for the Project:

- a) Construction Work done on the Site;
- b) Pipeline construction work awarded to an Employer that is outside of the Site boundary and is to connect the Project to other facilities or pipelines (the Owner will share the Site Plan which defines the battery limits);
- c) Work done in support of the Project at an Employer's fabrication and module assembly facilities that support construction, commissioning, pipeline or maintenance Work;
- d) Commissioning activities not performed by the Owner's workers;
- e) Maintenance Work done on the Site or on the pipeline described in article 3.0 (b); and
- f) Third Party Work on Site unless the Owner, at its discretion, excludes such scope from some or all of the Agreement.

3.1 The Owner requires the Union, Employers and Employees bound hereto, to follow the terms of this Agreement. Except where this Agreement incorporates through reference some or all of the terms of a Collective

Agreement, the provisions of Collective Agreements between the Union and Employers do not apply in respect of Work on the Site.

- 3.2 This Agreement consists of the main body of the Agreement (the Master Portion) and Appendices A, B, C, D and E. 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 Construction Work on the Site, with some variation;
 - c) Appendix B contains terms specific to the Union and its Employers for Construction Work on the Site;
 - d) Appendix C contains terms specific to the Union and its Employers when doing off-Site works including off-Site modular construction and assembly work (as described in Article 3.0(c);
 - e) Appendix D contains terms specific to the Union and its Employers when doing pipeline construction work (as described in Article 3.0 (b) above);
 - f) Appendix E contains terms specific to the Union and its Employers when doing Maintenance Work.
- 3.3 In case of a conflict between:
- a) the Master Portion and the terms in an Appendix or Schedule, the Master Portion shall govern, and
 - b) the terms in Appendix A and Appendix B, C, D, or E the terms in Appendix A will govern.
- 3.4 Notwithstanding Articles 3.0 to 3.2, 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 Union will agree on the terms that will apply to that Work concerning an Employer.

- 3.5 Construction 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 the Employer performs Construction Work in respect of an aspect of the Project after the Owner has assumed possession, then the Owner may choose, in its sole discretion, to declare that this Agreement also applies to that Work.
- 3.6 The Owner is entitled to determine whether Work on the Site is Construction Work or Maintenance Work based on generally accepted definitions pursuant to the Labour Relations Code.
- 3.7 It is understood that the Project is a managed open site. Nothing in this Agreement gives the Union or any union exclusive jurisdiction over any Work on the Project.
- 3.8 The Union shall not commence, carry on, participate in or fund any challenge to the validity of this Agreement.
- 3.9 This Agreement shall not apply to any activity awarded to contractors not affiliated with the Union or self-performed by the Owner.
- 3.10 The Parties agree that the terms and conditions of this Agreement are for the duration of the Project, regardless of whether any Collective Agreement expires during the construction of the Project.
- 3.11 This Agreement comes into effect upon execution. This Agreement 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 regarding 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 bargaining agent status concerning the Owner's employees. The Union agrees not to seek the bargaining rights of the Owner's employees.

- 4.1 Where the Owner or agents of the Owner participate in the processes and administrative matters contemplated in this Agreement, it in no way creates a bargaining relationship or a collective agreement, extending a voluntary recognition or taking actions, which by action of law, would bind the Owner 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, 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 other than as set out in this Agreement.

Article 5 Union Conduct on Site

- 5.0 Union representatives attending the Site shall agree to follow all reasonable 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 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

agrees that there shall be no union activity on the Site except that necessary pursuant to law for grievance processing and administering and enforcing this Agreement, or as agreed to by the Owner.

- 5.3 During this Agreement term, neither the Union nor any Employees will permit, encourage, or participate in any cessation of work, Strike, slowdown, or any stoppage of work or otherwise act to restrict or interfere with an Employer's Work on the Project, or the Owner's operation. During the Agreement term, no Employer shall participate in a Lockout that interferes with Work on 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 essential for employers to have some certainty regarding 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 concerning 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 and a bussing program (if the Owner implements one).
- 7.1 The Owner will establish terms and conditions of reference for site committees after consultation with site employers and unions.
- 7.2 If the Owner implements a bussing program, it will establish reasonable bussing rules. Employees must follow these rules, and may be subject to an Owner Site suspension or ban for failure to comply. If the Owner establishes a Bussing Committee, subject to health and safety concerns, bussing issues after that shall be exclusively referred to the Bussing Committee and shall not occupy time in meetings arranged for other purposes. Disputes relating to a bussing program, or rules relating to that program, will not be subject to the grievance process, but will be referred to the Bussing Committee for final determination.

Article 8 Wages, Contributions and Other Remuneration

- 8.0 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 Collective Agreement terms and conditions negotiated to specifically apply to the Project, including compensation terms

established by this Agreement, shall be subject to approval by the Owner. Conversely, any variations to any Collective Agreement wages, contributions or other remuneration that are stated to apply to any industrial project with a project cost of at least one billion dollars within 80 radial kilometres of the Geodetic Center of Fort Saskatchewan, but not to the Project will, at the Owner's discretion, apply to the Project.

- 8.3 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 8.5.
- 8.4 Where there is a demonstrable need to provide an additional hourly rate payment for additional skills not currently found within the Collective Agreement, the Parties, acting reasonably, may define such terms and provide for it by mutual agreement. Where there is a demonstrable need to provide an additional hourly rate payment for additional skills not currently found within the Collective Agreement, the Parties, acting reasonably, may define such terms and provide for it by mutual agreement.
- 8.5 Subject to the Owner's discretion and approval, terms and conditions may be adjusted by agreement concerning specific employees in particular trades.
- 8.6 At any time during the term of this Agreement, the Owner may serve a notice on the Union that it wishes to negotiate variances to any Agreement terms and conditions. Should the Parties not agree on adjustments within 60 days of the Owner's notice, the Owner may engage the arbitration provisions in Part 3, Division 8 of the *Code* to resolve the dispute.

Article 9 Disputes

9.0 Disputes relating to the interpretation or application of the Master Portion or Appendix A:

Where an Employer and the 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 Appendix A, they shall immediately provide notice of that dispute to the Owner. If the parties to the dispute and the Owner cannot resolve the dispute within two weeks of it arising, the Employer or the Union may file a grievance per 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, C, D or E of this Agreement (as applicable), except that the Owner may, at its discretion, be deemed to be a party or an intervenor to the proceedings, including being able to participate in any arbitration proceedings. Proposed dispute or grievance resolutions shall be advanced to the Owner for review, whereby the Owner may exercise its right to veto or amend the proposed resolution within fourteen days of receipt of notice of such proposed resolution. No monetary relief may be granted by an arbitrator or arbitration board against the Owner.

9.1 Disputes relating to Appendices B, C, D or E:

Where an Employer or the Union (on its own behalf or on behalf of one or more Employees) has a dispute relating to the interpretation or application of Appendices B, C, D, or E, 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 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. Should government legislation or regulations vary employment conditions, such conditions shall automatically apply. All negotiated benefits and language exceeding legislation minimums shall remain in effect.

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.

- 10.2 Any modification to this Agreement must be in writing and executed by all Parties.
- 10.3 The headings contained in this Agreement are for convenience only. They are not to be construed as additions or limitations of the covenants and agreements contained in this Agreement.
- 10.4 This Agreement shall be governed by and construed following the laws of the Province of Alberta.
- 10.5 As this Agreement adopts and includes terms and conditions of the Collective Agreement as modified by this Agreement, the Union views this Agreement as an “enabled” Collective Agreement that does not require ratification. Accordingly, the Union represents that no member ratification is necessary to make this a valid Agreement, and agrees not to challenge its validity and binding effect.

Dated at Edmonton, Alberta, this _____ day of _____, 2023.

Signed on behalf of:

Executed on behalf of the Owner

Mike Burt

Executed on behalf of the Union

Keith Stevenson

APPENDIX A GENERAL TERMS

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

Article 11 Harmony Provisions

The Parties agree that to achieve appropriate relationships amongst labour providers working on Work to which this Agreement applies, the following conditions shall apply to Employees and their Employers.

11.0 Primary Schedule

- a) The primary schedule for the Project will be Monday to Thursday, 10 hours at straight time for the first 4 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, will be available to the Employer and the Union as contemplated in the Collective Agreement.
- c) Work Schedules identify the regular hours of work, shift hours, and overtime hours. They are not to be construed as a guarantee of hours of work per day, per Shift, or per Shift Cycle.
- d) The typical start time will be between 7:00 am and 9:00 am as determined by the Employer in alignment with the Owner, and subject to the shift work provisions below. Notwithstanding anything contrary to any Collective Agreement, no overtime or premium pay will be payable to any Employee starting their Shift between 7:00 am and 9:00 am.

- e) Absences impact the eligibility for overtime rates. To be eligible for overtime rates, each Employee must work or otherwise be paid for all available work hours in the current or immediately preceding Shift Cycle. For clarity, overtime Shift eligibility resets at the start of each Shift Cycle. Exceptions require the approval of the Employer's construction, site or project manager.

11.1 Breaks During the Shift

- a) There will be two half-hour breaks provided which 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. Missed breaks, should they arise, shall be handled in accordance with the Collective Agreement.
- b) Employees will receive a 15-minute paid rest break at the start (or at the earliest convenience when performing critical tasks) of each two hours worked beyond ten hours in a day. A rest break will not apply to the half-hour meal break at 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 hour.
- c) Employees earning an overtime meal on unscheduled overtime where no meal is provided shall receive the current maximum CRA (without receipt) meal allowance amount in lieu.

11.2 Shift Work

Shifts for which the start times are between 12:00 noon and 4:00 am may be scheduled. To be classified as shift work rather than overtime, such Shifts must be scheduled for at least seven days(or nights). All shift work shall be paid a premium of \$3.00 per hour. Subject to Article 11.0 above, time-and-one-half will apply similarly to the regular day shift for a second 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 Shift.
- 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 72 hours in advance. The Employer may, at its discretion, excuse Employees from working scheduled overtime. The Employer may offer overtime with less than 72 hours of notice but must permit Employees to opt out of such overtime on an individual basis by informing their supervisor. Employees shall not be disciplined for reasonably exercising their ability to opt out of overtime in accordance with this article.
- d) An Employee shall not unreasonably refuse unscheduled overtime.
- e) Where an Employee does not have at least eight hours of rest between Shifts, then the Employee will be paid at time and one-half the regular pay until an eight hour break occurs. Shift premium, where applicable, will be as per 11.2.
- f) All overtime will be paid at one and a half times the Employee's regular rate of pay, except for the following work, which will be paid at two times the Employee's regular rate of pay:
 - a. Time worked on all holidays recognized in the Alberta *Employment Standards Code*; and,
 - b. Time worked beyond 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 workstation or other location as designated by the Employer, and prepared to commence work at the scheduled starting time for their respective shifts. Employees shall remain engaged at their workstation or other location designated by the Employer until the time designated by the employer for them to leave.
- b) The Employer shall establish start, lunch, rest, Shift completion and tool-down times (staggered at the Employer's discretion). Employees shall be diligent in respecting start times, Shift completion times, lunch periods and rest break periods. The Employer will give the Union and Employees reasonable notice before applying zero-tolerance enforcement for a failure to adhere to these times.

11.5 Call-Back

An Employee who is called back to work will receive pay for the greater of hours worked or a minimum of two hours' pay at the appropriate rate.

11.6 Apprentices Ratio

The Employer and the Union agree to cooperate in attaining the optimal training and deployment of apprentices up to maximum regulatory thresholds and will accept persons qualified to become apprentices to fill the journeyman/apprentice ratio. Within regulatory competency limits, the Employer will promote the employment of apprentices throughout the Project duration and shall provide opportunities for each apprentice level where practicable. Apprentices will be encouraged to attend trade school training at the appropriate time. Apprentices shall be sponsored apprentices, or become sponsored as soon as reasonably practicable. The Employer and Owner retain the option to implement Apprentice Mentoring Programs.

Apprentice management - The Employer must properly manage Apprentices and have them under a journeyperson's supervision, ensuring safe working behaviours and productivity is not jeopardized.

11.7 Hiring and Workforce Reduction Practices

- a) Employers shall have name-hire prerogatives at ratios outlined in the Collective Agreement. The Union will provide these workers with a dispatch slip or equivalent referral without delay.
- b) The Employer may name hire supervision from the Union membership and shall have the advance opportunity to review candidates available through the Union. In addition, the Parties will review the progress of staffing qualified supervisors for the Project on an ongoing basis. The Employer may apply to the Parties, if necessary, to supplement supervision with travel card candidates where such supervision cannot be found within the Union's membership. Mutual agreement of the Parties shall not be unreasonably withheld, and the Parties shall decide on such applications forthwith. Such applications must include objective qualification and experience criteria required of the supervision sought and the business case relied upon to substantiate the need to source from travel cards so that the Parties may adequately evaluate the request.
- c) Where an Employer requests that the Union provide workers, the Union shall adhere to Employer specifications relating to qualifications, experience, and position requirements. The Union shall not dispatch applicants to the Employer that do not meet the specifications unless prior approval from the Employer's designated representative is obtained.
- d) Notwithstanding any contrary provisions in this Agreement, if the Union has not provided names to fill the Employer's request to provide workers' names within 48 hours of the request, the Employer may hire workers from any source. Where such Employees are procured, they shall be required to obtain Union clearance and a referral slip. These Employees must forthwith apply for Union membership, pay the Union dues required for members, obtain and maintain good standing in Union.
- e) The Owner and the Parties wish to enhance the Project participation and work experience of the qualified tradespeople and construction workers that are:
 - a. Local Residents, as defined in 1.0 (I),
 - b. Resident rest of the Alberta,

- c. Resident in the rest of Canada, and
 - d. When necessary, resident outside of Canada.
- f) As required, the Owner, affected unions, and the Employer will establish joint working committees to establish clear, effective administrative procedures for sourcing, testing and deploying workers with specific skills to the jobsite on an ongoing basis (for example, welders).
- g) The Union shall dispatch job-ready workers with basic safety training to be verified and/or delivered before dispatch and who have completed any online safety orientation required by the Owner before attending the Site. Basic safety training includes but is not limited to the following:
- a. that listed in the Collective Agreement,
 - b. fall arrest, aerial work platform, confined space (for those trades to which it is applicable), online site orientation, and
 - c. other reasonable and analogous training or as prescribed by the Owner.
- h) The Parties agree the Employer shall hire and employ a qualified and competent workforce suitable for the requirements of each position and site conditions. The Employer will set competency, qualifications and suitability criteria per its operational and safety obligations, subject to regulatory requirements. In addition, the Union and Employer agree to engage specific groups, including local residents, female workers, members of disadvantaged groups, and Indigenous persons. The Employer and Union agree to encourage employment and training opportunities for local residents, female workers, members of disadvantaged groups, and Indigenous persons under this Agreement.
- i) If a Treaty 6 First Nation Chief and Council or Band administration gives notice that the Union's initiation dues create a barrier for their members accessing the project, the Union and Owner shall meet to resolve the concern for the First Nation members seeking to work on the Project. If an organization supporting women in the trades gives the Owner notice that the Union's initiation fees are a barrier to women accessing opportunities on the Project, the Union shall meet with the Owner to resolve the concern for women seeking to work on the Project.

- j) Without limiting management rights, the Employer may integrate distinct craft classifications for work scopes involving overlapping tasks.
 - a. For example, 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.
 - b. The example in a) above is not intended to limit craft classification integrations in other analogous, overlapping task scenarios. Before applying other analogous craft integrations, the Employer shall consult the Union.
 - c. The provisions of Division 9, Part 3 of the *Code* do not apply to these craft integration rights.
- k) The Union and Employer will establish administrative procedures to expeditiously resolve issues involving the engagement of legacy or current Union members that may apply through the Employer's sourcing and hiring efforts with outstanding:
 - a. Suspensions,
 - b. Updated level of apprenticeship/training (reclassifications), or
 - c. Alcohol and drug compliance issues.
- l) Before a shortage of work layoff of any craft may occur, the Union, Employer and Owner will explore whether the craft can support other work scopes under execution. Subject to the preceding, the order of layoff shall be per the following:
 - a. the Collective Agreement, or
 - b. If an Employer implements a system in consultation with the Union that evaluates Employees in the areas of safety, quality, productivity, attendance, and teamwork, it may be used to determine the order of layoff within each classification.

- c. Notwithstanding a) above, subject to qualifications to perform the work, an Employer shall not be required to an apprentice Treaty 6 member, an apprenticeship member of a disadvantaged group or an apprentice woman in a gender-affected trade before laying off a member.
- m) The Union and the Employer recognize that due to potential shortages of qualified labour during the execution of the Project, it may be necessary for the Employers to hire Temporary Foreign Workers (TFWs). If the Owner implements a program for establishing a labour market impact assessment and securing work permits to support one Employer or a group of Employers engaged in the Project, the Union and Employer agree to support such efforts.
- n) The Union agrees to cooperate in the:
- i. Acceptance of applications from TFWs for membership;
 - ii. Explanation of union membership and expectations to TFWs; and
 - iii. Cooperation in providing appropriate signage for TFWs in their native language;
 - iv. Where possible seek out and deploy current Union members who speak the language of the TFW and who can either supervise or assist such TFWs;
 - v. Explanation of the provision of union assistance and services for workers to TFWs.
 - vi. If after the Employer or the Owner advertises position(s) following Labour Market Impact Assessment market testing criteria or an analogous program and positions remain unfilled, the Union will provide an unqualified letter of support as per the current Employment and Social Development Canada guidelines.

11.8 Project Enhancements

- a) The Owner reserves the right to design, implement, and remove project travel, attraction, performance, and retention incentives. Such incentive programs will include their own dispute-resolution mechanisms for administering such programs. Such programs shall not form a part of this Agreement. Entitlements to such incentives shall not be subject to a grievance or dispute herein, nor shall it be an allowable remedy of the

Parties or Employer under Article 9. The programs to be developed and implemented may include:

- Health & Safety Incentives
- Travel Assistance Plan
- Attraction and Retention Incentives
- Performance Incentives

- b) Policies designed to enhance project performance in terms of Employee skills, supervisory skills, health and safety (including measures to address substance use and abuse), respectful workplaces, worker satisfaction, worker retention, productivity, training and employment of apprentices, mentoring, attendance, and other value-adding initiatives, may be developed by the Parties and implemented on the Project.
- c) The Employer and the Union agree to support and promote supervisory training for on-site supervision and to recognize the critical role of supervisors and site leaders, including shop stewards, concerning Employee safety, productivity, quality, and customer satisfaction.

11.9 General Holiday Observance

- a) Each general holiday shall be observed on the calendar date on which it occurs or per a holiday observance schedule agreed to by the Parties. A general holiday occurring on an individual's scheduled day off shall not affect the start date of the individual's return to work or the pay rate for that day. For clarity, if a general holiday falls on a scheduled day off, it is not moved to the next scheduled workday; the exception is Canada Day, which is observed on July 2 if July 1 is a Sunday.
- b) The general holidays shall be as follows: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; any other general holiday as proclaimed by the provincial government.

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 to accommodate holiday

periods such as the Christmas to New Year's period or other circumstances. The Owner may also require the Employer to maintain its services during such periods 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, the employers or the employees to do anything to harm, delay, or otherwise impede the Project.
- 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 different 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.
- c) No Employee shall refuse to work with or alongside any other individual based on their union affiliation, non-union affiliation or other employment status.
- d) No employee will refuse, or threaten to refuse to perform work for their employer because 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.
- e) For craft-based bargaining units, project conditions and workforce supply constraints will justify a departure from adherence to craft jurisdictional lines. Employers will make assignments to overcome such limitations to support project execution. The Employer may maintain and effectively and efficiently utilize employees with various skills to be prepared to have the skills necessary to perform the work required. Employees of various craft

designations will work harmoniously together as per the assigning Employers' direction. Employers do not intend for such assignments to set a precedent or change the jurisdiction of the craft signatory to the assigning Employer.

11.12 Site suspension for termination or quitting

- a) The Parties are committed to reducing avoidable costs and disruption caused by turnover and 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 at least 60 calendar days from the date of termination or resignation, except with the written agreement of both employers.
- b) The Employers will provide the Owner with the 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 Transportation and Parking

- a) No vehicle or travel allowance is applicable for the Project.
- b) The Project may, at its discretion, implement a daily bussing program and make use of the bussing program. The terms of the daily bussing program shall govern bussing and daily transportation on the Project.
- c) The Owner assumes no responsibility for loss or damage to Employees' vehicles or contents.

11.14 Travel

Employees shall not receive wages or mileage for travel time.

11.15 Safety Orientation

- a) All Employees shall complete the safety orientation the Employer and Owner may require.

- b) Employees will be compensated by the Employer for time spent completing the site safety orientation. For online orientations, the Employer shall pay the Employees the estimated duration, as provided by the Owner, at straight time rates.
- c) Union representatives granted permission to enter the Site will be required to complete any safety orientations required of Employees.

11.16 Vacation

The Employer, acting reasonably, retains discretion over the scheduling of vacations. The Employer shall manage the workforce around vacation periods and ensure no impact or Project delays will occur due to vacation periods.

11.17 Position Monitoring Site Badges

The Owner may implement position monitoring site badges (PMSB), to facilitate the visualization of the position of employees and visitors on the Site. The PMSB tool will also measure time spent in areas including but not limited to:

- work areas,
- warehouse and tool crib areas,
- orientation, training and administration areas, and
- break and lunch areas
- start and quit areas

Before implementing the PMSB tool, the Owner will notify employees through employers on the Site. The notice will include the following:

- the reason for the PMSB tool,
- a description of what activities will be measured and how,
- where, how, and for how long the information will be stored, and
- who will have access to the information and for what purpose.
- The notice will accurately inform employees of their reasonable expectation of privacy while on the Site.

Article 12 Site Policies

- 12.1 The Parties agree that access to the Site is a privilege and not a right. The Owner reserves the right to suspend, restrict or deny access, at its sole discretion, access to its Site or other Owner-managed property or premises to any person, subject to any access required by law.
- 12.2 The Owner will establish policies relating to health, safety, environment, and other matters relating to the 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 or near the Project.
- 12.4 The Parties acknowledge the Owner's right to establish and determine its own alcohol and drug policy, including testing requirements, drug interdiction and other EH&S and security requirements, in addition to having Employers apply their own alcohol and drug 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 The Employer shall be required to notify the Owner when an Employee or prospective Employee 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 accessing the Site. 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.

- 12.6 Subject only to the terms of this Agreement, the Union recognizes the Employer's right to the management of its operations and the direction of the working forces. Further, the Union recognizes the Employer's right to operate and manage its business per its commitments and responsibilities, including methods, processes, and means of production or handling. The direction of working forces is vested solely and exclusively in the Employer and cannot be abridged, except by specific restriction outlined in this Agreement.

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 any Collective Agreement expires during the construction of the Project.
- 13.1 During this Agreement term, no union, Employer or any Employees will permit, encourage, or participate in any cessation of work, Strike, slowdown, or any stoppage of work or otherwise act in concert to restrict or interfere with the Employer's or Owner's operation. During this Agreement term, the Employer will not engage in any Lockout of its Employees. If any Strike or Lockout action occurs 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

4 days on, starting on a Monday followed by one 8-hour day and 2 days off

Day	1	2	3	4	5	6	7
Reg	10	10	10	10	0	0	0
OT	0	0	0	0	8	0	0

Regular hours worked: 40 hours

Overtime hours worked: 8 hours (same as the primary schedule)

Shift Cycle 2

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

5 days on, starting on a Monday, 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

Shift Cycle 4

10 days on, starting on Tuesday, and 4 days off

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

Regular hours worked: 80 hours

Overtime hours worked: 20 hours

Shift Cycle 5

9 80 Schedule, starting on a Monday, and 2 days off in week 1 and 3 days off in week 2

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

Regular hours worked: 80 hours

Overtime hours worked: 0 hours

Shift Cycle 6

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	0
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Regular hours worked: 91 hours

Overtime hours worked: 49 hours

Shift Cycle 7

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

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 that would ordinarily apply to the Union and the Employer in respect of Construction Work on the Site. The terms and conditions in the relevant Collective Agreement, as amended under this Agreement, and relating to matters not covered in Appendix A, are hereby incorporated into this Agreement and shall apply to Construction Work on the Site. 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 this Agreement, and become effective when the later of:
- a) when such variations or changes become effective in the applicable Collective Agreement, or
 - b) the pay period following when the Project receives notice that such changes have been signed and executed between the Union and the applicable employer or employers' organization.
- 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 Employer, or its employers' organization, to bargain terms of the Collective Agreements, and to negotiate any concessions that might reduce the cost of those Collective Agreements to Employers.

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

1.0 The terms and conditions of the applicable Collective Agreement(s) that would ordinarily apply to an Employer for this Work are hereby incorporated into this Agreement except as modified by the Union and the applicable Employer or employers' organization (where an employers' organization has the bargaining rights in respect of that Employer).

1.1 The following additional terms from Appendices A and B apply to this Work:

Changes to Collective Agreements

- a) 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 this Agreement, and become effective the later of:
 - i. such variations or changes becoming effective in the applicable Collective Agreement, or
 - ii. the pay period following when the Project receives notice that such changes have been signed and executed between the Union and the applicable Employer or employers' organization.

Hiring Practices

- a) The Parties agree the Employer shall hire and employ a qualified and competent workforce suitable for the requirements of each position and site conditions. In addition, the Union and Employer agree to target specific groups, including local residents, female workers, members of marginalized or equity-deserving groups, and Indigenous persons. Accordingly, the Employer and Union agree to encourage employment and training

opportunities for local residents, female workers, members of marginalized or equity-deserving groups, and Indigenous persons under this Agreement.

b) The Parties recognize that, due to potential shortages of qualified labour during the execution of the Project, it may be necessary for the Employers to hire Temporary Foreign Worker (TFWs).

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 applications from TFWs for membership;
- ii. Explanation of union membership and expectations to TFWs; and
- iii. Cooperation in providing appropriate signage for TFWs in their native language;
- iv. Explanation of the provision of union assistance and services for workers to TFWs.
- v. If after the Employer or the Owner advertises position(s) in accordance Labour Market Impact Assessment, market testing criteria and positions remain unfilled, the Union will provide an unqualified letter of support as per the current Employment and Social Development Canada guidelines.

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, 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 critical role of the supervisors and site leaders, including the shop stewards, concerning safety, productivity, quality and customer satisfaction.

General Holiday Observance

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

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 the construction of the Project.

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.

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

For as long as Work is being performed on the Project, the Union, Employer and Employees will not permit, encourage, or participate in any cessation of work, Strike, slowdown, or any stoppage of work or otherwise 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. If any Strike or Lockout action takes place in respect of the Employer's operations elsewhere in Alberta, all parties agree that it will not impact the Work being performed on 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.

APPENDIX D TERMS OF PROJECT LABOUR AGREEMENTS SPECIFIC TO PIPELINE WORK

1.0 The terms and conditions of the applicable Collective Agreement(s) that would ordinarily apply to an Employer for this Work are hereby incorporated into this Agreement except as modified by the Union and the applicable Employer or employers' organization (where an employers' organization has the bargaining rights in respect of that Employer).

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

Changes to Collective Agreements

- a) 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 this Agreement, and become effective the later of:
 - i. such variations or changes becoming effective in the applicable Collective Agreement, or
 - ii. the pay period following when the Project receives notice that such changes have been signed and executed between the Union and the applicable employer or employers' organization.

Hiring Practices

- a) The Parties agree the Employer shall hire and employ a qualified and competent workforce suitable for the requirements of each position and site conditions. In addition, the Union and Employer agree to target specific groups, including local residents, female workers, members of marginalized or equity-deserving groups, and Indigenous persons. Accordingly, the Employer and Union agree to encourage employment and training opportunities for local residents, female workers, members of marginalized or equity-deserving groups, and Indigenous persons under this Agreement.

- b) The Parties recognize that, due to potential shortages of qualified labour during the execution of the Project, it may be necessary for the Employers to hire Temporary Foreign Worker (TFWs).
- 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 applications from TFWs for membership;
 - II. Explanation of union membership and expectations to TFWs; and
 - III. Cooperation in providing appropriate signage for TFWs in their native language;
 - IV. Explanation of the provision of union assistance and services for workers to TFWs.
 - V. If after the Employer or the Owner advertises position(s) in accordance Labour Market Impact Assessment, market testing criteria and positions remain unfilled, the Union will an unqualified letter of support as per the current Employment and Social Development Canada guidelines.

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, 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 critical role of the supervisors and site leaders, including the shop stewards, concerning safety, productivity, quality and customer satisfaction.

General Holiday Observance

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

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 the 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

For as long as Work is being performed on the Project, the Union, Employer and Employees will not permit, encourage, or participate in any cessation of work, Strike, slowdown, or any stoppage of work or otherwise 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. If any Strike or Lockout action takes place in respect of the Employer's operations elsewhere in Alberta, all parties agree that it will not impact the Work being performed on 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.

APPENDIX E: TERMS OF PROJECT LABOUR AGREEMENTS SPECIFIC TO MAINTENANCE WORK

- 1.0 The terms and conditions of the applicable Collective Agreement(s) that would ordinarily apply to an Employer for this Work are hereby incorporated into this Agreement except as modified by the Union and the applicable Employer or employers' organization (where an employers' organization has the bargaining rights in respect of that Employer).
- 1.1 The following additional terms from Appendix A or Appendix B apply to this Work:

Changes to Collective Agreements

- a) 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 this Agreement, and become effective the later of:
- i. such variations or changes becoming effective in the applicable Collective Agreement, or
 - ii. the pay period following when the Project receives notice that such changes have been signed and executed between the Union and the applicable employer or employers' organization.

Breaks During the Shift

- a) Pursuant to the terms of the 2023/2024 Dow General Presidents' Maintenance Agreement, there will be two half-hour breaks provided which 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. Missed breaks, should they arise, shall be handled in accordance with the Collective Agreement.

Hiring Practices

- a) The Parties agree the Employer shall hire and employ a qualified and competent workforce suitable for the requirements of each position and site conditions. In addition, the Union and Employer agree to target specific groups, including local residents, female workers, members of marginalized or equity-deserving groups, and Indigenous persons. Accordingly, the Employer and Union agree to encourage employment and training opportunities for local residents, female workers, members of marginalized or equity-deserving groups, and Indigenous persons under this Agreement.

- b) If a Treaty 6 First Nation Chief and Council or Band administration gives notice that the Union's initiation dues create a barrier for their members accessing the project, the Union and Owner shall meet to resolve the concern for the First Nation members seeking to work on the Project. If an organization supporting women in the trades gives the Owner notice that the Union's initiation fees are a barrier to women accessing opportunities on the Project, the Union shall meet with the Owner to resolve the concern for women seeking to work on the Project.

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, 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 critical role of the supervisors and site leaders, including the shop stewards, concerning safety, productivity, quality and customer satisfaction.

Site suspension for termination or quitting

- a) The Parties are committed to reducing avoidable costs and disruption caused by turnover and 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 at least 60 calendar days from the date of termination or resignation, except with the written agreement of both employers.
- b) The Employers will provide the Owner with the 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.

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, and any Employer or Employee, to do anything to harm, delay, or otherwise impede the 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

For as long as Work is being performed on the Project, the Union, Employer and Employees will not permit, encourage, or participate in any cessation of work, Strike, slowdown, or any stoppage of work or otherwise 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. If any Strike or Lockout action takes place in respect of the Employer's operations elsewhere in Alberta, all parties agree that it will not impact the Work being performed on 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.