

MEMORANDUM OF AGREEMENT



Amendments to the Collective Agreement



BETWEEN

**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS (AFL-CIO)
Local Lodge 146**

(hereinafter referred to as the "Union")

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION
OF ALBERTA**

(On behalf of each of its member companies hereinafter referred to as the "Employer")

Attached hereto are the various amendments, which describe the changes and/or additions and/or deletions to create this Memorandum of Agreement and ultimately the new BCA/IBB Local Lodge 146 Collective Agreement, which incorporates various parts of the former BCA and IBB Multi Provincial Collective Agreement, including the Master Portion, Appendix A, the Alberta Framework Bargaining Tentative Agreement changes and the BCA of Alberta and Boilermaker IBB Local Lodge 146 Trade Specific Tentative Agreement for and including the geographic areas belonging to IBB Local Lodge 146 of Alberta which expires on April 30, 2010.

This Memorandum of Agreement covers all matters governing Wages and Working Conditions on all Field Construction Work

The parties agree that the Master Portion and various Memoranda of Agreement form part of this Memorandum of Agreement

The Union and the Employer have agreed to all the changes herein and are recommending ratification by their respective parties/constituents.

Dated at Edmonton, Alberta this 20th day of January 2011.

For the Union:

For the Employer:

SIGNATURE ON FILE

SIGNATURE ON FILE

Arnie Stadnick
Business Manager/Secretary Treasurer
IBB Local Lodge 146

David M. Galvin
President & CEO
Boilermaker Contractors' Association
Of Alberta

FROM NATIONAL BARGAINING, MULTI PROVINCIAL MASTER PORTION

COVER PAGE

Cover Page – Revise the Collective Agreement dates to read as follows:

Master Portion: May 1, 2010 to April 30, 2015 for Local Lodge 146,
Appendix A: effective May 1st, 2011 to April 30th, 2015

CHANGES TO ARTICLES

ARTICLE 2.00 - RECOGNITION AND CRAFT JURISDICTION

Amend Article 2.07 to read:

The Union and Employer agree that Union members above the rank of General Foreman may continue to participate in Boilermaker Benefits by the Employer contributing to all Funds on behalf of the Employee, in accordance with the Wage and Benefit Schedule as set out in this Agreement, subject to the specific Employer and Employee entering into a Participation Agreement with the Trustees of the Boilermakers' National Health & Welfare Fund (Canada)/Boilermakers' National Pension Fund (Canada), on terms and conditions established by the Trustees of the said Funds.

This Article does not extend the bargaining rights of the Union to any Employee(s) accepted to continue to participate in the Benefits provided hereunder, and no other provision of this collective agreement shall apply to such Employee(s).

ARTICLE 3.00 - MANAGEMENT RIGHTS

Amend Article 3.08 (d) to read:

All name hire requests shall be made in writing (including FAX and or electronically) to the Union. The Employer shall provide the Union with a list of names of all transferred employees, prior to transfer.

ARTICLE 4.00 - UNION SECURITY AND DUES COLLECTION

Amend Article 4.01 to read:

The Employer agrees to employ as employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ, only employees who are members in good standing with the Union. Except as otherwise provided, all such employees shall be hired through the Union offices. The Employer shall advise the appropriate Union office, in advance of the start of a job, except in cases of emergency work where the Employer is unable to contact the Union office in which case he may commence work and notify the Union office as soon as possible. Emergency work is to mean “any customer defined work that requires immediate dispatch”.

Amend Article 4.07 to read:

The Employer will notify the Job Steward of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in timely manner.

ARTICLE 8.00 - WELDING TESTS

Amend Article 8.01 to read:

Any welder possessing a current Provincial Government welding certificate of qualification, who is required to take a Provincial Government test, if required by the Employer, shall be paid for time required to take the test including transfer fees, materials and inspector fees.

In the Province of Alberta, employees who are required by the Employer to have a specialty Provincial Government welding ticket(s) (or equivalent) at the time of hire shall have the required ticket(s), for the job, valid at the time of termination.

ARTICLE 12.00 - EMPLOYER, UNION GRIEVANCES

Amend Article 12.01 to read:

It is understood that the Employer or the Boilermaker Contractors' Association of Alberta may bring a complaint or grievance against the Union or its members, and the Union may bring a complaint or grievance against the Employer, concerning the interpretation, application, administration or alleged violation of the Collective Agreement. Such a complaint shall be discussed with the Local Lodge 146 Business Manager/ Secretary-Treasurer or his Representative, the International Vice President or his Representative or the Employer, the Boilermaker Contractors' Association or his Representative, within three (3) working days of the incident and if not resolved shall be reduced to writing and termed a grievance. The grievance

must be sent to the Local Lodge 146 Business Manager/Secretary-Treasurer, the International Vice President, the Employer or the BCA within ten (10) working days from the incident giving rise to the complaint.

ARTICLE 17.00 - RECOGNIZED HOLIDAYS

Amend Article 17.03 to reflect current legislation.

In addition to 17.02, the following Recognized Holidays are observed in the respective Provinces:

Alberta:

Civic Holiday, Family Day

ARTICLE 22.00 - PAY DAY

Amend Article 22.02 (b) to read:

(b) and the Employer shall mail all the employee's final monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) within three (3) days exclusive of Saturday, Sunday and Recognized Holidays. When electronic deposits are made, the final deposit and other termination documentation mailings must be made within four (4) working days by regular mail, exclusive of Saturday, Sunday and Statutory Holidays, of the date of layoff or termination.

Amend Article 22.03 to read:

When an employee quits of his own volition, the Employer shall mail all monies owing (unless payment is made by direct deposit) and the Record of Employment (unless filed electronically through the ROE website) to his last known address by regular mail on the regular payday applicable to the period worked.

If the Employer fails to comply with this requirement within five (5) working days after the specified pay day, the employee shall receive an additional sum equivalent to eight (8) hours pay at straight time rates.

ARTICLE 32.00 IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

Amend Article 32.02 to read:

This Master Portion of the Agreement shall remain in force and effect until April 30, 2015 for Local Lodge 146 and from year to year thereafter unless either party shall, at least ninety (90) days prior to any anniversary date thereafter, notify the other party to this Agreement in writing of any proposed changes to this Agreement.

ARTICLE 34.00 - BUILDING TRADES AND OTHER CONTRIBUTIONS

Amend Article 34.04 to read:

Audiometric Testing: The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in this agreement for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used for the development and implementation of a National Audiometric Testing program. Contributions on all overtime hours shall be calculated at the applicable overtime rate (i.e. 1-1/2 or 2). An Employer shall permit audiometric testing of the Employees on a project, where approved by the Owner/Client.

OTHER MATTERS AGREED TO DURING NATIONAL BARGAINING

ARTICLE 1.00 - PURPOSE

Amend Article 1.01 to read:

The purpose of this Agreement is to govern wages and working conditions to promote orderly harmonious relationships between the Employer and its employees. The Union agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to the public.

The Boilermaker Industry is committed to the elimination of occupational injuries and illnesses and supports the pursuit of a safety culture achieved by all workplace stakeholders understanding their health and safety responsibilities and through the continuous improvement of occupational health and safety. All workplace stakeholders recognize that the health and safety of Boilermakers is of paramount importance and the compliance with all employment and safety related statutes is mandatory.

The parties agree that the National Bargaining Memorandum of Agreement dated April 21, 2010 forms a part of this BCA/IBB Alberta Local Lodge 146 Memorandum of Agreement and that additional Memoranda of Agreement specific to Alberta shall be included to in the BCA/IBB Alberta Collective Agreement.

For work in Nunavut, Northwest Territories, Yukon, and the District of Mackenzie, please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors' Association Main Office.

ARTICLE 3.02 - MANAGEMENT RIGHTS

Amend Article 3.02 (a) to read:

The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.

ARTICLE 7.00 - WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

Clarification of Article 7.07:

The Parties agree that the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule will apply on all work sites.

(a) **Concurrence:**

Except for the matters set out in articles 7.07(b) and 7.07(c) below, the *Canadian Model* dated October 2005, as updated by the 2010 Addendum [the “*Canadian Model*”], will be implemented by agreement under this Collective Agreement for the purposes set out in section 1.1 of the *Canadian Model*, and the Parties will co-operate with each other in achieving those purposes.

(b) **Random Testing:**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

(c) **Site Access Testing and Dispatch Conditions:**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.7 of the *Canadian Model* will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently or as agent of the owner or if the owner itself imposes site access testing, section 5.5 of the *Canadian Model* dated October 2005 will not be applicable to testing pursuant to section 4.7. In addition, neither the Union nor the individual will be under any obligation under the *Canadian Model* with respect to such a positive test.

(d) **Test Results:**

The employer, upon request from an employee or former employee, will provide the confidential written report issued pursuant to 4.9 of the *Canadian Model* in respect to that employee or former employee.

(e) **Reasonable Cause and Post Incident Testing:**

Any drug testing required by the employer pursuant to 4.4, 4.5 or 4.6 of the *Canadian Model* shall be conducted by oral fluid testing in accordance with 4.8.2 of the *Canadian Model*.

ARTICLE 20.00 - SUBSISTENCE ALLOWANCE

The BCA is to establish guidelines for what constitutes a verifiable receipt.

ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT

During the recent Collective Agreement Negotiations the following criteria was established as a requirement for the reimbursement of subsistence. The following information must appear on all receipts:

1. Date
2. Name of Establishment and Name of Contact Person if appropriate (see examples below)
ABC Motel – Company letterhead receipt – Name of Contact Person not required
B & B or Relative (non-registered) – Name of Contact Person required
3. Complete Address and Phone Number of the Establishment
4. Employee's Full Name
5. Reason/Description of Cost (including dates)
6. Total Cost

Below is an **example** of a receipt containing the proper information. A receipt without complete or required information will not be considered.

Date of Receipt: September 1, 2010

**Name of Establishment: ABC Motels and Lodging (Company letterhead/Registered)
B&B or Relative (non-registered) – Contact Name – Tom Jones**

**Full Address of Establishment: 111 Any Street, Anywhere, Canada
Phone Number: (999)-222-1234**

Employee's Full Name: John Smith

Reason for Cost (including date(s)): One night accommodation on August 31, 2010

Total Amount Paid: \$00.00

ARTICLE 23.00 - WAGES

**LETTER OF UNDERSTANDING
BY AND BETWEEN
BOILERMAKERS CONTRACTORS' ASSOCIATION OF ALBERTA
AND
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, LOCAL LODGE 146**

RE: WAGE DETERMINATION

Whereas the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 7, and

Whereas, together with other parties in the sector, the Parties have determined processes by which wages will be adjusted during the term of the Collective Agreement,

Now Therefore It Is Agreed as follows:

1 Definitions and Application

- (a) **“CPI Change”** shall be the percentage change in the Alberta All Items Consumer Price Index over a twelve month period. For a January calculation, the CPI Change shall be difference between the index for December of the year just ended, and December of the previous year. For a July calculation, the CPI Change shall be the difference between the index for June of that year and June of the previous year. The Index shall be that published at <http://www40.statcan.gc.ca/l01/cst01/cpis01j-eng.htm>.
- (b) **“Oil Price”** shall be the average of the prices posted for West Texas Intermediate Oil, in current \$US, over the six months prior to the month of a calculation. The prices to be used shall be those published at <http://www.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=RWTC&f=D>.
- (c) **“Group 4 Average Wage”** shall, with reference to the Consolidation Order issued in respect to the 2011 round of collective bargaining, be the simple average of the gross wages applicable to journeypersons in Industrial work in the Boilermakers, Bricklayers – Refractory, Carpenters, Electricians, Millwrights, and Plumbers & Pipefitters trade jurisdictions, effective on the first day of the month April prior to a calculation.
- (d) Wage adjustments calculated pursuant to this Letter of Understanding shall be the adjustments to be applied to the gross rates for journeypersons, with the gross rates for other classifications calculated from the journeyperson rate accordingly.

- (e) A wage adjustment shall not be less than zero.

2 2012

- (a) A calculation shall be performed in January of 2012. The wage adjustment for 2012 shall be the greater of CPI Change and 2%, to a maximum adjustment of 4%.
- (b) The adjustment to take effect in May shall be one half the amount determined in (a) above, multiplied by the Group 4 Average Wage.
- (c) The adjustment to take effect in November shall be one half of the amount determined in (a) above, multiplied by the journeyman gross wage rate stipulated in the Collective Agreement effective April 1st, 2012.

3 2013 and 2014

- (a) The wage adjustment to be effective in May of each year shall be calculated in January of that year, and the wage adjustment to be effective in November of each year shall be calculated in July of that year.
- (b) The wage adjustment for May shall be:
 - (i) If Oil Price is less than \$60, zero.
 - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by Group 4 Average Wage.
 - (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by Group 4 Average Wage.
 - (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by Group 4 Average Wage.
 - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by Group 4 Average Wage.
- (c) The wage adjustment for November shall be:
 - (i) If Oil Price is less than \$60, zero.
 - (ii) If Oil Price is \$60 or greater, but less than \$90, one half of CPI Change multiplied by the journeyman gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.

- (iii) If Oil Price is \$90 or greater, but less than \$110, one half of the total of CPI Change and 0.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (iv) If Oil Price is \$110 or greater, but less than \$125, one half of the total of CPI Change and 1.0%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
 - (v) If Oil Price is \$125 or greater, one half of the total of CPI Change and 1.5%, multiplied by the journeyperson gross wage rate stipulated in the Collective Agreement effective April 1st of the year of the adjustment.
- (d) In no case shall the total of the May and November wage adjustments in each year exceed 5%.

4 Wage Schedules

The Parties shall, upon completing a wage adjustment calculation, forthwith prepare, publish, post and distribute a wage schedule resulting therefrom.

5 Effective Dates

The effective date for a wage adjustment shall be the first Sunday of the month in which the adjustment is to be applicable.

6 This Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is Agreed the 1st day of May, 2011, and signed on behalf of the Parties:

DATE: May 1, 2011

**SIGNED ON BEHALF OF:
BOILERMAKER CONTRACTORS'
ASSOCIATION OF ALBERTA**

SIGNATURE ON FILE

**DAVID GALVIN
PRESIDENT & CEO**

**SIGNED ON BEHALF OF:
INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, LODGE 146**

SIGNATURE ON FILE

**WARREN FRALEIGH
BUSINESS MANAGER/SECRETARY
TREASURER**

Schedule 1: Example Calculations

The following are examples only, for the purposes of explaining the formulae in the Letter of Understanding re Wage Determination, and are not to be used for determining compensation.

Example 1: January 2012 Calculation for Trade X:

Hypothetically:

- Gross Wage Rate for Trade X = \$54.00
- CPI Change December 2010 – December 2011 = 1.5% (under the 2% minimum).
- Group 4 Average Wage = \$55.00
(Assume the Total of the Industrial Gross Rates Effective on April 1st, 2012 for Boilermaker, Bricklayer Refractory, Carpenter, Electrician, Millwright, and Pipefitter, divided by 6 = \$55.00)

May 2012 increase for Trade X: $(2\% \div 2) \times \$55.00 = \0.55

November 2012 increase for Trade X: $(2\% \div 2) \times \$54.00 = \0.54

Example 2: January 2013 Calculation for Trade X:

Hypothetically:

- Oil Price Average, July – December 2012 = \$96.66
- CPI Change December 2011 – December 2012 = 1.5%.
- Group 4 Average Wage April 1st, 2013 = \$55.00

May 2013 increase for Trade X: $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$55.00 = \$0.55$

Example 3: July 2013 Calculation for Trade X:

Hypothetically:

- April 1st, 2013 Gross Wage Rate for Trade X = \$54.00
- Oil Price Average, January – June, 2013 = \$91.55
- CPI Change June 2012 – June 2013 = 1.5%.

November 2013 increase for Trade X: $((1\frac{1}{2}\% + \frac{1}{2}\%) \div 2) \times \$54.00 = \$0.54$

Check against 2013 annual 5% limit:

$\$0.55 + \$0.54 = \$1.09$, which is less than the 2013 limit of $\$54.00 \times 5\% = \2.70

The BCA agrees to communicate to member contractors a request that Pension and Health & Welfare Contributions are to be shown separately on the employee's Pay Stub, where possible. (The Communiqué is not to be included in the Collective Agreement).

ARTICLE 27.00 - APPRENTICES AND APPRENTICESHIP FUND

The BCA has agreed to communicate to member contractors the importance of maintaining the apprentice to journeymen ratio on their projects.

Amend Article 27.05 to read:

The Parties acknowledge the formation of a National Training Trust Fund (NTTF) Committee who will act in a coordinating capacity to assist the Local Lodge Apprenticeship Fund Trustees. The parties agree to discuss the principles and structure that should govern such committees.

ARTICLE 30.00 - TANK WORK EMPLOYERS

Clarification of Letter of Understanding – Tank Work Employers

(The Tank Letter should be included in the new CA as one of the Letters of Understanding.)

1. The Union has acknowledged that the Employer with mutual agreement with the Local Business Manager will be permitted to select from any Out of Work List one (1) member for each of the following classifications: foreman, fitter, welder, automatic operator (if required), Welder Vertimatic Operator, welding supervisor (if required) for every New Project. Clarification: any means that in the event the contractor does not have access to the required trade resources he is allowed to access any recognized Out of Work List across Canada.

2. The Union and BCA have agreed to arrange a “Tank Conference” to address the needs of the tank industry in Canada. The conference has been scheduled for October 25, 2010.

ARTICLE 34.00 - BUILDING TRADES AND OTHER CONTRIBUTIONS

Reference Article 34.03 and Article 34.04

The Union and the BCA have agreed to further discussions, post bargaining, on additional funding and the formation of a National Employee Assistance Program. (This clarification is not to be included in the Collective Agreement).

JOINT COMMITTEES

The parties have agreed to establish Joint Committees on a National level to address the following matters raised during this round of collective bargaining:

- Development of a National Temporary Foreign Worker Program that will be implemented in all jurisdictions of the Multi Provincial Agreement, where required. The Program will also address how employees/members, resident in Canada will be afforded additional compensation and benefits that are provided to temporary foreign workers, such as airfare, ground transportation and lodging.
- A Committee to review and make recommendations to the parties on the composition of the Trustees on the Boilermaker National Pension, Health and Welfare Funds, with the stated objective of increasing the number of professional trustees.
- A Committee to review and make recommendations to the parties on the formation of a Jointly Trusteed National Apprenticeship and Education Training Fund that will include the National Training Trust Fund and the Local Apprenticeship and Educational Committee(s).

TRUST FUND DOCUMENT

The parties have agreed to develop a Trust Fund document to combine the trusts of the existing Boilermaker National Training Trust Fund, the National Audiometric Testing Program, the Health & Safety Trust Fund and a National Temporary Foreign Worker Program and to possibly expand the trust to include a National Common Arc Program.

A National Oversight Committee is to be established to develop the Trust Fund Document, which will initially be made up of the International Brotherhood of Boilermakers Vice-Presidents along with the President of the Boilermaker Contractors' Association and the Chairman of the BCA Board of Directors.

Summary of Employer/Employee Contributions Contained in NTTF								
Fund & Contributor	Appendix							
	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"
National Training Employer	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
National Org. Employee	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Common Arc Employer				\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Health & Safety Employee	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	
Promotion Employee	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Foreign Worker Employer	\$0.25							
Nat. Marketing Employee	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Leap Fund Employee								\$0.02

Note: Each Contribution is to be displayed independently within the appropriate category.

**Outcomes from Alberta Framework Bargaining
for Inclusion in the BCA/IBB Local Lodge 146 Memorandum of Settlement**

- 1 Hiring: Implementation of the Declaration of Support for Canada's Reserve Forces (Canadian Office of the Building Trades and National Construction Labour Relations Alliance.)

Parties have agreed to the language in Tab 1 for insertion in Collective Agreement.

- 2 Hours and Overtime: Any proposal for less than 8 ST hours per day (10 on compressed) or 40 ST hours per week.

Agreement to recommend status quo.

- 3 Hours and Overtime: Prerogative to vary start/quit times by at least one hour each way.

Agreement to standardize using the language in Tab 2.

- 4 Hours and Overtime: Overtime paid only after working 8 ST per shift (10 on compressed) or 40 ST in a week.

Agreement to standardize using the language in Tab 3.

- 5 Hours and Overtime: Any proposal that would limit the prerogative of scheduling a compressed work week.

Agreement to recommend status quo.

- 6 Hours and Overtime: Work cycles and schedules.

Resolved by resolution of item 21. See schedules attached to Tab 8-A.

7 Hours and Overtime: Consideration for incomplete shifts.

Resolved by resolution of item 21. See schedules attached to Tab 8-A.

Parties will jointly request approval from Suncor and IOL for the amendment of their respective SPNAs to include the consideration for incomplete shifts and the provisions respecting rescheduling of work cycle start dates included in Schedules 2 through 5 at Tab 8-A.

Tab 1 re Reserve Forces

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the “Declaration of Support for the Reserve Force” signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12th, 2010.

Tab 2 re Variance of Start and Quit Times

For Regular Work Weeks:

The Employer may vary the start/quit times by changing the scheduled starting time up to one hour at their option. Variances beyond one (1) hour shall be agreed mutually by the Employer and the Business Representative of the Union and the consent to variance will not be unreasonably withheld.

For Compressed Work Weeks:

The Employer may vary the start/quit times by changing the scheduled starting time up to thirty minutes at their option. Variances beyond thirty minutes shall be agreed mutually by the Employer and the Business Representative of the Union.

Tab 3 re Overtime and Personal Time Off

_.01 It is accepted that a worker may, from time to time, require personal time off from work to deal with personal matters. In order to facilitate this, a worker will accumulate one-half shift (either four hours on an eight hour shift or five hours on a ten hour shift) of unpaid personal absence allowance for each month worked up to a maximum accumulation of two full shifts. An initial one-half shift allowance will be credited upon the start of employment with additional units of one-half shift credited in the months worked subsequently, up to the maximum allowance of two shifts. A worker may request that they be preauthorized to take a personal unpaid absence providing they give a minimum of seven calendar days advance notice of their request to their authorized company representative. Where it is not practical to provide seven calendar days notice the worker must provide as much notice as they are capable of, it being understood that less notice may make it more difficult to accommodate a request for time off. Requests for time off that meet the above conditions will not be unreasonably denied subject to operational requirements.

- ___02 A worker that is preauthorized to take personal time off pursuant to the above procedure, and who has accumulated sufficient personal absence allowance to cover their absence, will qualify for overtime premiums for any work performed either preceding or following the normal scheduled hours of work on the day they take their personal absence regardless of whether or not they have worked the full eight or ten hours as scheduled for that shift. In the case of a worker on a compressed work week schedule they would also be paid normal overtime premiums for any hours worked on the compressed work week day off. It is also understood that, provided such absences conform to these conditions, the absence will not disqualify the worker from working overtime scheduled for that week.
- ___03 Personal absence allowances will be earned on the basis of minimum units of one-half shift and will be utilized on the basis of units of a minimum of one-half shift. An authorized personal absence of up to one-half shift will reduce the accumulated personal absence allowance by one-half shift. If time off exceeds one-half shift, the worker's accumulated personal absence allowance will be reduced by additional one-half shift units.
- ___04 Overtime premiums as specified in this Collective Agreement will be paid for all hours worked in excess of eight hours in a day. In the case of a compressed work week, overtime premiums will be paid for hours worked in excess of ten in a day or forty in a week. A worker that is absent from work without pre-authorization as per the above procedure, including late arrivals or early quits will be subject to discipline in accordance with their employer's policies and may also be disqualified from working scheduled overtime in the week the absence occurs. Workers who are absent from work without pre-authorization, or workers that have been pre-authorized but who do not have sufficient personal absence allowance accumulated, must work the minimum normal hours as stipulated above prior to overtime premiums being paid. Saturdays, Sundays, and Statutory Holidays will be paid as per the Collective Agreement premiums for all hours worked on those days.
- ___05 The Framework Bargaining Committees agree that they will meet to review the provisions of this Article during the months of March and April of 2013, or earlier should they both agree. The Parties to this Agreement agree that, should the Framework Bargaining Committees arrive at recommendations for changes, they will consider amending this article to conform to such recommendations.

Tab 5 re Camp Standards

All camps must meet the specifications as set out in the Building Trades of Alberta and Construction Labour Relations, an Alberta Association 2010 - 2018 Camp Rules and Regulations, or any successor thereto.

All grievances concerning a camp will be resolved through the grievance procedure provided in the B.T.A. / C.L.R.A. Camp Rules and Regulations.

OTHER ITEMS

Daily Travel

The time in transit on buses between the site and the camp shall be determined by representatives of the parties. Workers shall be paid an allowance for time regularly and routinely in excess of forty five minutes each way, for travel within the applicable free zone. The allowance shall be calculated on the regular straight time base rate of each worker.

**LETTER OF UNDERSTANDING
BETWEEN
BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA
AND
THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, LOCAL LODGE 146**

SPECIAL PROJECT NEEDS AGREEMENTS ("SPNA")

1. An SPNA shall be established upon completion of the process set out in this Letter of Understanding and shall be effective for the term set out in the SPNA.
2. An Owner is an organization developing an Industrial Construction project in Alberta.

A Contractor shall be a General Contractor on the date of application bound by at least four (4) Registration Collective Agreements.

The Building Trades shall mean the affiliated Unions of the Building Trades of Alberta.

3. An Owner, a Contractor or the Building Trades may apply for a SPNA. The application shall be filed in writing with the Chair of the Coordinating Committee of Registered Employers' Organizations (the "Coordinating Committee") and shall specify the location of the project and the scope of the work to be performed.
4. If the project gate is beyond daily commuting distance (beyond 125 km of the city centre of either Calgary or Edmonton) the SPNA for the project shall be in the form as Template A. SPNA Template A is available on the BCA website: www.bcacanada.ca, and the IBB Lodge 146 website: www.boilermakers.ca.
5. If the project gate is within daily commuting distance (within 125 km. of the city centre of either Calgary, or Edmonton or within 45 km. of the city centre of Red Deer) the SPNA for the project shall be in the form attached as Template B. SPNA Template B is available on the BCA website: www.bcacanada.ca, and the IBB Lodge 146 website: www.boilermakers.ca.
6. Within 20 days of the receipt of any application, the Chair of the Coordinating Committee shall deliver to the Parties to this Collective Agreement a proposed form of SPNA. The only change to the applicable Template shall be the location of the project, the scope of the work and the effective date.
7. Either Party to this Collective Agreement, who challenges that an applicant owner or contractor meets the requirements in 2 above or that the project meets the requirements of 4 or 5 above, shall file a grievance outlining their challenge within 10 days of receipt of the proposed form of SPNA.

8. Upon the filing of a grievance under clause 7, all other grievances steps and timelines shall be waived and the grievance shall be heard and a decision rendered by an Arbitration Panel under this Collective Agreement within 60 calendar days. Their decision shall be final and binding upon the Parties.
9. Upon completion of the process set out herein, unless the Arbitration Panel rules otherwise, the SPNA shall become effective on the 31st day after the SPNA is received from the Chair of the Coordinating Committee.
10. This Letter of Understanding shall terminate with the expiry of this Collective Agreement, provided, however, that any SPNA established under this Letter of Understanding shall continue for the term provided therein.

DATE: May 1, 2011

**SIGNED ON BEHALF OF:
BOILERMAKER CONTRACTORS'
ASSOCIATION OF ALBERTA**

SIGNATURE ON FILE

**DAVID GALVIN
PRESIDENT & CEO**

**SIGNED ON BEHALF OF:
INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, LODGE 146**

SIGNATURE ON FILE

**ARNIE STADNICK
BUSINESS MANAGER/SECRETARY
TREASURER**

SPECIAL PROJECT NEEDS AGREEMENT
(Template A)

for the

[PROJECT NAME]

SPECIAL PROJECT NEEDS AGREEMENT

ENTERED INTO THIS ____ DAY OF _____, 20__

BY AND BETWEEN:

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

(hereinafter referred to as "the Coordinating Committee")

- and -

THE BUILDING TRADES OF ALBERTA

(hereinafter referred to as "the Council")

(Collectively, the "Parties")

WHEREAS [Owner's Name] [the "Owner"] intends to construct the [Project Name] [the "Project"].

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

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

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

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

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

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

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

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

A. BASIC AGREEMENTS

1.00 Scope and Definition

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

- 1.01 This Agreement shall be attached to and form part of each of the referenced Provincial Construction Collective Agreements between the respective registered employers' organizations and groups of trade unions. This Agreement shall only apply in respect of Employers and employees engaged in General Sector of the construction industry.
- 1.02 This Agreement is intended to cover Capital Works undertaken as part of the Project. Capital Works are set out in Schedule 6, which schedule shall be amended and updated from time to time in consultation with the Owner. This Agreement does not apply to work which is not "construction" work and does not apply to exploration or related works at or near the Project.

2.00 Purpose

The parties to this Agreement recognize and understand 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 and peculiar needs of the Project include:

- (a) The need to recognize that the socio-economic commitments for the Suite of Major Projects are to:
- i) carry out the Project in a way that enhances the positive socio-economic effects and reduces the negative effects, while maintaining Project economics and the ability to execute the Project;
 - ii) provide many direct and indirect opportunities to the people of the Regional Municipality of Wood Buffalo (RMWB) [replace with the name of the project region if not in RMWB], as well as other Canadians;
 - iii) ensure that individuals, communities and businesses in the Project region have full and fair opportunity to participate in the benefits of the Project;
- (b) The need to ensure that construction of the Project shall proceed safely, efficiently, economically, and without interruption;

- (c) The need to ensure qualified and interested aboriginal and northern non-aboriginal residents working on the Project are treated in a fair, equitable and respectful manner while working on the Project;
- (d) The need to ensure that all employees respect the rights and preferences of local communities;
- (e) The need to ensure that all employees understand and respect the unique culture of those peoples who reside in the north;
- (f) The need to recognize that the execution of the Project will present unique and unusual challenges regarding the ability of the Parties to meet demands for the supply of skilled labour in a timely manner; and that the Parties will need to develop creative solutions to meet these challenges;
- (g) The need to establish and maintain harmony between the negotiation and administration pursuant to this Agreement and the collective bargaining and relevant Provincial Collective Agreement (“Collective Agreement”) administration pursuant to Registration Certificates and bargaining authorizations in the balance of the Construction Industry in Alberta.
- (h) The need to maintain harmonious relations between the Project construction work force other workforces in other construction and other activities on the said site, so that the effectiveness of all of the said work forces is enhanced.
- (i) The need to foster work practices which will yield cost effectiveness and high quality results, and fair compensation for all participants for productive and quality workmanship.
- (j) The need to establish and preserve stability and harmony in the labour management relationships among the parties and the employers and employees engaged on the Project, so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions, and confrontations are not tolerated.
- (k) The need to enhance the early participation on the Project and the work experience of the qualified trades people and construction workers that are resident in the areas of the Project.
- (l) The need to increase the level of safety in the construction industry and on the Project particularly.
- (m) The need to provide for mechanisms through which the Project will be unaffected by any disruptions that may result from collective bargaining pursuant to registration certificates and authorizations to bargain collectively throughout the general and specialty sectors of the construction industry.

3.00 Application of Subsequent Collective Agreements

3.01 The provisions of this Agreement shall continue through to the conclusion of the notwithstanding that such may take place after the expiry date of the existing Collective Agreement. It is the intention of the parties that the work

encompassed by this Agreement shall continue without abatement by strike, lock-out, work slowdowns, or any other action designed to limit output.

- 3.02 As collective bargaining, pursuant to a Registration Certificate or otherwise, may take place in the construction industry which will affect terms and conditions of employment save and except where the same are provided for in this Agreement such variations in the resulting Collective Agreement shall be picked up for the Project. Any applicable changes will be effective for the purposes of this Agreement as and when such changes become effective pursuant to the resulting Collective Agreement.
- 3.03 In the event a referenced Collective Agreement ceases to be in effect during any period during which this Agreement remains in effect, then the applicable provisions of the most recent Collective Agreement shall apply, until such time as a renewal agreement is entered in to by the Employers' Organization and the Local Union or the successors of either.
- 3.04 Each Employers' Organization and each counterpart Local Union agree that, by this Agreement, each is estopped, for the duration of this Agreement, from attempting to change, alter or vary the terms of this Agreement.
- 3.05 Each Employers' Organization and each counterpart Local Union agree that should it attempt to change, alter or vary the terms of this Agreement or to propose that this Agreement not be attached to and form part of a renewal collective agreement concluded in respect to any such round of construction collective bargaining, that the other Party or the Council or the Coordinating Committee is entitled to obtain an immediate injunction or declaration or other order from a court or other decision making body which will permanently prohibit any attempt to change, alter, or vary this Agreement, or to require the offending Party to propose that this Agreement be included in any renewal agreement so concluded.
- 3.06 Each Employers' Organization and each counterpart Local Union undertake to propose to the other and to agree with the other that this Agreement will be attached to and form part of the Collective Agreement that will be concluded pursuant to any round of construction collective bargaining entered into or initiated during any period during the duration of this Agreement.
- 3.07 Each Employers' Organization and each Local Union understand that representatives of the Coordinating Committee and of the Council together may negotiate changes to this Agreement. The said changes shall, after ratification by both the Coordinating Committee and the Council, be applicable pursuant to this Agreement. Such ratification shall be through whatever ratification process the Coordinating Committee and the Council shall each determine.

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

In the event that Owner, at its discretion, applies pursuant to Part 3, Division 8 of the Code to have the Project or any part thereof designated pursuant to Section 196 of the Alberta Labour Relations Code and provided that under such designation the then existing terms of the Collective Agreements between the respective Local Unions and the Registered Employers' Organizations as modified by this Agreement, are designated as the Collective Agreement between the Principal Contractor and the affected Trade Unions, then the signatories to this letter will support such designation application, and the Parties hereto and those bound by this Agreement, agree that the terms of such Project Collective Agreement or Agreements will, insofar as they apply to those Local Unions, Employers and Employees, consist of the then existing or most recent Collective Agreement or Agreements as modified by this Agreement.

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

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

5.01 Similarly, where the Owner (or Managing Contractor) has participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this document and the enhancement of the Project and in no way can be construed to be creating a bargaining relationship, extending a voluntary recognition or taking actions which, by action of law, would bind the Owner (or Managing Contractor), to any Collective Agreement with the Local Union, the Council, or any affiliate of the Council.

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

6.00 Duration

6.01 This Agreement shall become effective the ____ day of _____, 20___. This Agreement shall remain in effect and shall apply to affected Employers and employees in respect to the Project on which they are engaged, until, in respect to the work or any portion of the work to be performed by an Employer in respect to the Projects, the date on which such work or component portion has been completed or the Owner has taken or assumed possession of such work or component portion, whichever is later. In the event construction is carried out by

an affected Employer on the Project or component portion after possession is taken or assumed by the Owner, then this Agreement shall continue to apply to such construction work.

7.00 Review of Project Terms

This Agreement shall be reviewed by the Parties from time to time in consultation with the Owner. Any modifications to this Agreement resulting from a review shall be subject to the ratification provisions set out in article 3.07.

8.00 Liaison Committee

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

8.01 The Committee shall consist of representatives of the Employer(s), each of which shall be designated by the Coordinating Committee and the Executive Director or his designate and business representatives of the affiliates of the Council, each of which shall be designated by the Council. Irrespective of the number of representatives designated by the respective parties or of the number which participate in any meeting of the Committee, the Liaison Committee members designated by the Council and those designated by the Coordinating Committee shall have equal numbers of votes. The parties agree that the Owner and / or its designee are entitled to participate in the affairs of the Liaison Committee. Persons appointed to the Liaison Committee by Owner will be entitled to participate fully in the proceedings of the Committee but will not be entitled to vote.

8.02 The responsibilities of the Liaison Committee shall include:

- (a) Establishing terms of reference for the Liaison Committee giving due recognition to the language and intent and purposes of this Agreement.
- (b) Establishing rules of procedure for the Liaison Committee to carry out its responsibilities.
- (c) Establishing processes to ensure that decisions of the Liaison Committee that affect this Agreement are recommended to the parties for incorporation into this Agreement.
- (d) Establishing methods of resolving issues that the parties to and the persons bound by this Agreement are unable to quickly resolve.
- (e) Assisting in the development, implementation and administration of initiatives towards the enhancement of quality and productivity.

- (f) Addressing differences between any parties engaged on the Project respecting whether certain work is or is not “construction”.
- (g) Dealing with such matters as are referred to it by this Agreement.
- (h) Establish and implement programs and measures to accelerate the training and mentoring of supervisors, and candidates for supervisory positions.

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

9.00 Notice

Notice given to any of the parties hereto shall, unless otherwise specified in this Agreement, be sufficient if in writing and delivered to or sent by postage prepaid registered first class mail, to the last known address of the parties, or sent to a facsimile transmitter number (with a report confirming transmission). In the absence of an express provision to the contrary, the delivery of any statement or document to any of the parties shall be sufficient if delivered in person, or if mailed by postage prepaid registered first class mail to the last known address, and shall be deemed to be received on the earlier of the actual date of receipt or the seventh (7th) day after being mailed, or if a facsimile copy is transmitted by telecommunication device to the last known facsimile transmitter number in which event the document shall be deemed received on the date of that confirmed transmission. Each of the parties hereto shall keep the others informed as to a change of address, facsimile or phone number.

B. HARMONY PROVISIONS

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

10.00 Hours of Work and Scheduling

10.01 The hours of work shall be as set out in the Collective Agreement with forty (40) hours being the regular work week. In order that there should be consistency on the site between various affiliates of the Council, the following hours of work and scheduling prerogatives shall apply:

- (a) The following Articles are intended to identify regular hours of work, shift hours, and overtime hours and are not to be construed as a guarantee of hours of work per day, per week, or with respect to days of work in any week.
- (b) The regular work week shall consist of forty (40) hours of work. The start time for a regular working day or a compressed work week day will be between 6:00 and 8:00 a.m.
- (c) Recognizing that it may be necessary to establish schedules that accommodate flights to and from the Project for workers from Alberta, workers from other Canadian Provinces, or for Temporary Foreign Workers that may be employed on the Project, the Owner, the Managing Contractor, or all or some of the contractors affected by this Agreement may institute the work schedules under Schedules attached to this Agreement. Certain of these Schedules will be referred to as "Fly-in Fly-out Schedules" and will apply to all workers who utilize flights arranged for the purposes of transporting workers to and from the Project. Workers on fly-in fly-out schedules will not be entitled to initial or terminal travel provisions or turn-around provisions under their respective Provincial Collective Agreement. Alternative Fly-in Fly-out work schedules may be developed by the Parties provided such are ratified by the Coordinating Committee and by the Council, through whatever ratification process the Coordinating Committee and the Council shall each determine.
- (d) Workers will have the prerogative of choosing from among all of the work cycles applicable to them, subject to their crew size being sufficient to allow for such options. There may also be circumstances in which the Owner, or a Managing Contractor, or a non-Building Trades prime contractor may dictate the work cycles to be applied in respect to an area of the project, in which case the options for workers will be limited accordingly in that area. Where it is impractical to utilize all the options in Schedules 1 to 5, at a minimum the employer must offer Schedule 1 to eligible employees, except in circumstances in which there is approval by the majority of the Unions representing employees affected by work in which Schedule 1 will not be offered.

- (e) When the final day of the shift cycle in Schedules 2 through 5 is reduced due to the timing of flights, overtime at time and one half shall apply to the last hour worked on that day.
- (f) The Employer may also schedule shifts for which the start times are between 12:00 noon and 4:00 a.m. To be classified as shift work rather than as overtime, such shifts must be scheduled for at least one (1) regular work week. The premium(s) for any such second ("evening") or third ("night") shifts shall be in accordance with the provisions of the Collective Agreement. In no event shall the hourly rate be greater than the applicable overtime rate plus shift differential. The provisions of this clause (e) shall be reviewable annually by the Council and the Coordinating Committee on each anniversary of this Agreement.

10.02 **Reporting for Work**

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

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

10.03 **Variances**

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

10.04 **Shift Cycles**

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

10.05 **Site Closures**

In consultation with the Liaison Committee, the Owner or the Managing Contractor may require that periods are scheduled during which construction

activity on the site will be suspended during such periods as the Christmas/New Year's period, and it may also be required that the continuance of the activities of certain employees or groups of employees whose presence on the site is necessary during such periods may be scheduled.

10.06 Furloughs

Each of the Schedules attached hereto provide for periods of rest, called "furloughs". Work performed, at the employer's request, during a period of furlough shall be compensated at double time.

10.07 Vacations

Employees will be granted up to two weeks vacation annually upon reasonable notice requesting such vacation. No more than twenty-five percent of the members of a crew may be on vacation at any given time.

10.08 Overtime on Designated Days Off

Except in emergency situations, in consideration of the extended work schedules and the remoteness of this project, a worker shall have the prerogative of declining a request to work overtime on a Designated Day Off.

10.09 Room Changes on Furloughs

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

11.00 Transportation and Travel

11.01 Bus Transportation

- a) For workers on Schedule One coach style bus transportation will be provided by the Owner or the Managing Contractor or by the Employer or groups of Employers from designated locations, to the Project or camp each week or work cycle, prior to the time a crew is scheduled to commence a scheduled work week or cycle, and from the Project site to the designated locations following the end of the scheduled work week or cycle. Transportation will be provided in accordance with the terms of the applicable Provincial Collective Agreements.
- b) Where air transportation is not practical for workers on Schedule 2 through 5 bus transportation and \$100 per return trip will be provided in lieu of air

transportation. Initial travel allowance will be paid in accordance with the collective agreement; however turnarounds provisions will not apply.

- c) The Owner or their designate, or the Employer or groups of Employers providing the transportation, will determine where and when bus routes are established. Such will be guided by the provisions of the Provincial Collective Agreements.

11.02 Air Transportation

- a) Where flights are provided and Schedules 2 through 5 are worked:
 - i) Flights are provided to pre-determined destinations at the conclusion of each fly-in fly-out cycle with ground transportation provided from the site/camp to the designated air terminal. Return flights to the work site will be provided from the pre-determined destinations to the site or designated air terminal and ground transportation will be provided from the air terminal to the project site/camp.
 - ii) Where a worker, who resides within the zone for flights, opts not to use the plane flights and provides his/her own transportation to and from Fort McMurray he/she shall receive rotation allowance, in accordance with the collective agreement, after each furlough.
 - iii) All employees not utilizing the flight arrangements will have transportation provided, at no cost to the employees, between the designated Fort McMurray area pick-up locations and their respective camps at the beginning and end of each furlough. All employees are required to maintain a camp residence during their shift and to vacate the camp during their furlough. No daily transportation will be afforded between the start and end of each shift.
- b) Where Schedule 1 is worked and the employee is ineligible for flights the initial and terminal transportation and turnarounds are paid as per the applicable collective agreement.

11.03 Local Residents:

Local residents would receive daily bus transportation (weekly per cycle if the project location required them to be in camp) at no cost. Travel conditions regarding free zone will be in effect.

11.04 Transportation for Terminated Workers

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

11.05 Owner's Travel and Accommodation Policy

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

12.00 Mid-Shift Meals for Camp Residents

Notwithstanding the provisions of Article XI of the Camp Rules and Regulations or its successor agreement, camp residents will be provided with a bagged meal for their mid-shift meal. Arrangements for such meals and any pre-order systems shall be established between a representative of the Council and a representative bagged meal shall be addressed, as appropriate, by the Liaison Committee.

13.00 General Holidays

13.01 In order to achieve uniformity in application for all trades under the scope of this Agreement where the observance of a designated day off in conjunction with a General Holiday is not dealt with in a manner consistent with article 13.02, then the applicable referenced collective agreement will be deemed to contain the provisions of article 13.02.

13.02 General Holidays will be observed as follows:

- (a) A General Holiday that falls on a day that, but for the General Holiday, is a day that would have been scheduled for work, the General Holiday will be observed on that date. That day will become a day off, or if worked, compensated at double time.

- (b) A General Holiday that falls during a “vacation”, or during a “furlough” (being one or more weeks off following a work cycle of consecutive weeks), will be deemed to have been observed on the day on which it falls, and will not affect the date of the return to a work cycle nor the rate of pay for that date. Notwithstanding the foregoing, in the year 2012, if Canada Day and/or Remembrance Day occur on the first or second day of a furlough, those holidays will be observed on the first day that the worker would have been scheduled to resume his or her cycle. If this agreement remains in effect beyond December 31st, 2016, the observance of Canada Day and Remembrance Day in subsequent years will be addressed.

- (c) “Designated Days Off” will be defined in the respective Schedules. A General Holiday that falls on Designated Day Off that is not a vacation or a furlough, will be observed on the next scheduled work day. The date on which a General Holiday is observed will become a day off, or if worked, will be compensated at double time.

14.00 Pre-Job Conferences

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

15.00 Local Residents, Aboriginal Residents and Women

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

16.00 Apprentice Ratio

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

17.00 Geographical Priority of Workers

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

18.00 Hiring

18.01 In addition to the hiring procedures that are set out in the Collective Agreement, the Local Union shall also use its best endeavours to ensure that those engaged on the Project do not have to travel in order to pick up their dispatch or referral slips. The Union shall make every effort to use facsimile transmission, courier service or some other efficient means to avoid unnecessary travel, transportation and delay.

18.02 A process to facilitate the training, development and effective utilization of Supervision including site foremen will be developed in accordance with Schedule 7.

19.00 Lay-offs

The Parties recognize the substantial effort and cost involved in recruiting workers from out of Province to the Project but it is also accepted that workers within the local unions from Alberta expect consideration in terms of job retention on Alberta projects. Therefore a lay-off protocol designed to balance these two interests will be developed as per Schedule 7.

20.00 Project Enhancements

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

21.00 Successor Organizations

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

event the Council ceases to exist or to represent the Local Unions listed in Schedule 8 or the successors to any of them, the rights, roles and responsibilities assigned herein to the Council shall be carried out by the signatory Local Unions, or the successors to any of them, collectively.

22.00 Jurisdiction

This agreement shall be governed by the laws of Alberta.

Schedule 1 – Seventeen of Nineteen, Nine Off Work Cycle

1. A work cycle will consist of
 - Week 1: Six ten hour days, one off
 - Week 2: Six ten hour days, one off
 - Week 3: Five ten hour days
 - Followed by: Nine days off.

Each will have a one-half hour unpaid lunch break occurring at approximately mid shift and two fifteen minute paid work breaks, one occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.

2. In each Monday through Friday shift the first scheduled hour of work and the last scheduled hour of work will be paid at time-and-one-half in accordance with the overtime provisions of the Provincial Collective Agreement. The eight regularly scheduled hours of work in between the first scheduled hour of work and the last scheduled hour of work will be paid at straight time rates in accordance with the respective Provincial Collective Agreement. Any work beyond ten hours in a day will be paid at double time.
3. In each Saturday shift, all hours will be paid at double time in accordance with the respective Provincial Collective Agreement.
4. Work performed on a Sunday or on a Saturday following a five day work week will be paid at double time.
5. The Sunday of a work week of six consecutive work days shall be a “Designated Day Off”.
6. The nine days off shall be considered a “furlough”.
7. This work cycle will be applicable to a worker whose residence is in Canada.

Schedule 2 – Ten On/Four Off Work Cycles for Fly-in Fly-out Residents of Alberta, Saskatchewan, British Columbia and Manitoba (Collectively referred to as Western Canada herein)

Residents of Western Canada who will be provided with flights to and from the Project at the beginning and end of each work cycle, will be subject to the following schedule;

1. Work cycles may commence on a Monday, Tuesday, or a Wednesday of any week.
2. A work cycle will consist of ten consecutive work days, each of which will consist of a shift of ten regularly scheduled hours of work with a one-half hour unpaid lunch break occurring at approximately mid shift and two fifteen minute paid work breaks, one occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
3. In each shift the first hour of work and the ninth and tenth scheduled hours of work will be paid at time-and-one-half in accordance with the overtime provisions of the appropriate Provincial Collective Agreement. The seven regularly scheduled hours of work in between the first scheduled hour of work and the ninth scheduled hour of work will be paid at straight time rates in accordance with the applicable Provincial Collective Agreement.
4. Each work cycle will be followed by four scheduled days of rest. The combination of the ten scheduled work days followed by the four scheduled days of rest will be referred to as a “ten and four cycle”.
5. Work performed outside of the ten scheduled hours of work in a day or on a scheduled day of rest will be paid at double time in accordance with the overtime provisions of the appropriate Provincial Collective Agreement.
6. A worker who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days notice. If the worker has requested the transfer, then overtime rates will not apply for days worked in the scheduled four days of rest. If the transfer is not as a result of a worker request, the worker shall be given a minimum of the scheduled four days of rest, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled days of rest the worker would have been entitled to under their previous schedule.
7. Overtime meals will be as per the provisions of the applicable Provincial Collective Agreement.

8. Temporary Foreign Workers from the United States who reside in States within 1500 Kilometers of the project may have the Western Canadian work schedule applied to them.

Schedule 3 – Fly-in Fly-out Work Cycles for Canadians East of the Manitoba Ontario Border (Collectively referred to as Eastern Canadians)

Eastern Canadians, who will be provided with flights to and from the Project at the beginning and end of each work cycle, will be subject to the following schedule;

1. Work cycles may commence on any day of the week.
2. A work cycle will consist of five consecutive work weeks, each of which will consist of six regularly scheduled days of work followed by one regularly scheduled day of rest. Each work day within a work week will consist of ten regularly scheduled hours of work with a one-half hour unpaid lunch break occurring at approximately mid shift and two paid fifteen minute paid work breaks, one occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
3. In each shift the first one and one-half scheduled hours of work and the ninth and tenth scheduled hours of work will be paid at time-and-one-half in accordance with the overtime provisions of the appropriate Provincial Collective Agreement. The six and one-half regularly scheduled hours of work in between the first one and one-half scheduled hours of work and the ninth scheduled hour of work will be paid at straight time rates in accordance with the applicable Provincial Collective Agreement.
4. Each work cycle will be followed by seven consecutive scheduled days of rest, a “furlough”. The combination of the five scheduled work weeks followed by the seven scheduled days of rest will be referred to as a “six and one cycle”.
5. Work performed outside of the ten scheduled hours of work in a day or on a scheduled day of rest will be paid at double time in accordance with the overtime provisions of the appropriate Provincial Collective Agreement.
6. A worker who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work day’s notice. If the worker has requested the transfer then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of a worker request, the worker shall be given a minimum of the scheduled seven day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.

7. Overtime meals will be as per the provisions of the applicable Provincial Collective Agreement.
8. Temporary Foreign Workers (TFW) from outside of Canada will work on the same schedule and be paid on the same basis as out of Province workers however they will work 24 weeks in followed by their choice of two or four weeks out. This will be referred to as a “TFW Cycle”. Travel arrangements for TFWs will be worked out with the workers involved as part of the agreement between the workers and their employers. Flights will be provided to a Canadian International Hub airport such as Toronto or Vancouver. Flight arrangements beyond that will be subject to any agreement between the contractor and the workers and will be beyond the scope of this Agreement.
9. Temporary Foreign Workers (TFW) from the United States who are not eligible to work under the Western Canadian Schedule may have the Eastern Canadian Work Schedule applied to them.

Schedule 4: Modified Twenty and Eight (19 of 20 worked, 8 off), For Applicability To Any Canadian Resident, on Fly in-Fly Out

1. A work cycle will consist of nineteen ten hour days, worked within a twenty day period, followed by eight days off.
2. In each shift the first one and one-half scheduled hours of work and the ninth and tenth scheduled hours of work will be paid at time-and-one-half in accordance with the overtime provisions of the appropriate Provincial Collective Agreement. The six and one-half regularly scheduled hours of work in between the first one and one-half scheduled hours of work and the ninth scheduled hour of work will be paid at straight time rates in accordance with the applicable Provincial Collective Agreement.
3. Each work day will have a one-half hour unpaid lunch break occurring at approximately mid shift and two fifteen minute paid work breaks, one occurring at approximately the middle of the first half of the shift and the other at approximately half way through the second half of the shift.
4. A day of rest will be scheduled by the Employer on the second Sunday within the cycle, and shall be a "Designated Day Off".
5. Work performed outside of the ten scheduled hours of work in a day or on a scheduled day of rest will be paid at double time in accordance with the overtime provisions of the appropriate Provincial Collective Agreement.
6. The eight days off shall be considered a "furlough".
7. A worker who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work day's notice. If the worker has requested the transfer then overtime rates will not apply for days worked in the scheduled days of rest under their previous schedule. If the transfer is not as a result of a worker request, the worker shall be given a minimum of the scheduled eight day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the worker would have been entitled to under their previous schedule.
8. This work cycle will be applicable to a worker whose residence is in Canada.

Schedule 5: Fourteen On / & 7 Off, For Applicability To Any Canadian Resident, on Fly in-Fly Out

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

Schedule 6: Capital Works

1. Subject to the exceptions in paragraph 2, “Capital Works” means the construction work in respect to the Project carried on on or near the lease or leases held by the Owner in the Wood Buffalo Region north of Fort McMurray **[replace with other region name if appropriate]. [Add any appropriate specific references to specific work packages to be included.]**
2. Capital Works shall specifically exclude the following:
 - (a) construction work in respect to any contracts awarded
 - (i) to non-Building Trades affiliated contractors, or
 - (ii) prior to the date this Agreement has been entered into unless specifically included by the Owner or Managing Contractor.
 - (b) work performed by the Owner’s own forces, contractors and their subcontractors on activities associated with Plant operations and maintenance.
 - (c) project-related work performed, unless otherwise designated by the Owner for any supply or distribution pipelines
3. “Capital Works” pursuant to this Agreement will be deemed to be completed when the Owner has assumed possession of such work or component portion. If a contractor performs construction work in respect of an aspect of the project after it is assumed by the Owner, then the Owner may choose to declare that this agreement also applies to that work.
4. The Owner (or Managing Contractor) may amend this schedule in its discretion.

Schedule 7: Other Issues

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

potential will be encouraged to accept the role of foreman as needed on the Project and will be provided with the training and mentoring to make them successful. Where it is not feasible to meet the needs for supervision on site from within the ranks of Alberta tradesmen, or in those situations where there are special language situations that need to be considered, the Parties to this Agreement will establish a protocol for insuring that supervisory needs are met having due regard for the need to maintain safety, productivity, quality, and a working environment that will promote the attraction and retention of workers.

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

Schedule 8: Employers' Organizations and Local Unions

1. This Schedule of collective agreements is attached to and forms part of the Agreement for the Project.
2. In the event any of the noted registration certificates is revoked during the term of this Agreement, or in the event there is a change in the employers' organization authorized to carry on bargaining for a representative group of employers, representatives of the Council and of the Coordinating Committee shall meet with the affected Local Union and the affected Employers to identify the Employers' Organization which shall then be referenced. Failing agreement by these representatives, the question of which Employers' Organization shall be referenced shall be decided by a single arbitrator appointed by agreement of the Coordinating Committee and the Council, who shall render a decision within one (1) week of his appointment.
3. For each of the below listed trade jurisdictions, the Local Union which shall be referenced shall be the Local Union or Unions having territorial jurisdiction over areas in which work is carried on pursuant to the Project Terms.

[NTD: This list should include all of the trade jurisdictions respecting which the Project Agreement Letter of Understanding is included, and should be updated from time to time as others agree to be bound by the Letter of Understanding.]

Trade Jurisdiction	Parties	Registration Certificate
General Construction Boilermakers:	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge #146, and Boilermaker Contractors' Association of Alberta	#7
General Construction Bricklayers - General:	International Union of Bricklayers and Allied Craftworkers, Locals #1 and #2, and Masonry Contractors Association of Alberta	#61
General Construction Bricklayers - Refractory:	International Union of Bricklayers and Allied Craftworkers, Locals #1 and #2, and Construction Labour Relations - An Alberta Association Bricklayers (Provincial) Trade Division	#60
General Construction Carpenters:	United Brotherhood of Carpenters and Joiners of America, Locals #1325, and #2103, and Construction Labour Relations - An Alberta Association Carpenters (Provincial) Trade Division	#51

- General Construction Cement Masons: #43
Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Construction Labour Relations - An Alberta Association Cement Masons (Provincial) Trade Division
- General Construction Electricians: #52
International Brotherhood of Electrical Workers, Local #424, and Electrical Contractors Association of Alberta
- General Construction Elevator Constructors: #29
International Union of Elevator Constructors, Locals #122 and #130, and Construction Labour Relations - An Alberta Association Elevator Constructors (Provincial) Trade Division
- General Construction Glass Workers: #55
International Union of Painters and Allied Trades, Local Union #177, and Glass Employers Association of Alberta
- General Construction Insulators: #9
International Association of Heat and Frost Insulators and Asbestos Workers, Local #110, and Construction Labour Relations - An Alberta Association Insulators (Provincial) Trade Division
- General Construction Ironworkers - Reinforcing: #47
International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals #720 and #725, and Construction Labour Relations - An Alberta Association Ironworkers - Reinforcing (Provincial) Trade Division
- General Construction Ironworkers - Structural: #48
International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals #720 and #725, and Construction Labour Relations - Alberta Association Ironworkers - Structural (Provincial) Trade Division
- General Construction Labourers: #57
Construction and General Workers' Local #92 and Construction and Specialized Workers' Local #1111, and Construction Labour Relations – An Alberta Association Labourers (Provincial) Trade Division
- General Construction Millwrights: #49
Millwrights, Machinery Erectors and Maintenance Union, Local 1460 of the United Brotherhood of Carpenters and Joiners of America, and Construction Labour Relations - An Alberta Association Millwrights (Provincial) Trade Division

- General Construction Operating Engineers: #24
International Union of Operating Engineers, Local Union No. 955, and Construction Labour Relations - An Alberta Association Operating Engineers (Provincial) Trade Division
- General Construction Painters: #58
International Union of Painters and Allied Trades, Local #177, and Alberta Coating Contractors Association
- General Construction Plasterers: #64
Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Construction Labour Relations – An Alberta Association Plasterers (Provincial) Trade Division
- General Construction Plumbers and Pipefitters: #27
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #179, #488, and #496, and Construction Labour Relations - An Alberta Association Mechanical (Provincial) Trade Division
- General Construction Refrigeration Mechanics: #28
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local #488, and Construction Labour Relations - An Alberta Association Refrigeration (Provincial) Trade Division
- General Construction Roofers: #59
Construction and General Workers' Local #92, Sheet Metal Workers' International Association, Local #8, and United Brotherhood of Carpenters and Joiners of America, Local #1325, and Construction Labour Relations – An Alberta Association Roofers (Provincial) Trade Division
- General Construction Sheet Metal Workers: #18
Sheet Metal Workers' International Association, Local #8 and Construction Labour Relations - An Alberta Association Sheet Metal (Provincial) Trade Division
- General Construction Sheeters, Deckers and Cladders: #13
Sheet Metal Workers' International Association, Local #8 and Construction Labour Relations - An Alberta Association Sheeters, Cladders and Deckers (Provincial) Trade Division

General Construction Sprinkler Fitters: #19
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #488 and #496, and Canadian Automatic Sprinkler Association

General Construction Teamsters: #25
General Teamsters Local Union No. 362 Affiliated With The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Industrial Contractors Association of Alberta

General Construction Tilesetters: #62
International Union of Bricklayers and Allied Craftworkers, Local #4, and Granite, Marble, Tile, & Terrazzo Union Contractors' Association of Alberta

Effective Date:

This Special Project Needs Agreement has been declared to be effective on the [insert day] day of [insert month], [insert year] pursuant to the provisions of the Letter of Understanding for Special Project Needs Agreements as attached to and forming part of the Collective Agreements between each of the above named Parties.

SPECIAL PROJECT NEEDS AGREEMENT
(Template B)

for the

[PROJECT NAME]

SPECIAL PROJECT NEEDS AGREEMENT

ENTERED INTO THIS ____ DAY OF _____, 20__

BY AND BETWEEN:

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

(hereinafter referred to as "the Coordinating Committee")

- and -

THE BUILDING TRADES OF ALBERTA

(hereinafter referred to as "the Council")

(Collectively, the "Parties")

WHEREAS [Owner's Name] [the "Owner"] intends to construct the [Project Name] [the "Project"].

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

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

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

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

Scope and Definition

1. This Agreement shall be attached to and form part of each of the referenced Provincial Construction Collective Agreements between the respective registered employers' organizations and groups of trade unions. This Agreement shall only apply in respect of Employers and employees engaged in the General Sector of the construction industry.

2. This Agreement is intended to cover Capital Works as set out in Schedule 1 of this Agreement which schedule shall be amended and updated from time to time in consultation with the Owner or Managing Contractor.

Duration and Application of Subsequent Collective Agreements

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

Part 3, Division 8 of the Alberta Labour Relations Code

8. In the event that the Owner or Managing Contractor, at their discretion, apply pursuant to Part 3, Division 8 of the Code to have the Project or any part thereof designated pursuant to Section 196 of the Code and provided that under such designation the then existing terms of the Collective Agreements between the respective Unions and the Registered Employers' Organizations are designated

as the Collective Agreement between the Principal Contractor and the affected Trade Unions, then the signatories to this letter will support such designation application and the Parties hereto and those bound by this Agreement, agree that the terms of such Project Collective Agreement or Agreements will, insofar as they apply to those Unions, Employers and Employees, consist of the then existing or most recent Collective Agreement or Agreements as modified by this Agreement.

No Bargaining Relationship for Project Owner

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

Effective Date

10. This Agreement shall become effective for each of the signatory trades below on **[insert effective date]**.

Review of Project Terms

11. This Agreement shall be reviewed by the Parties from time to time in consultation with the Owner or Managing Contractor. Any modifications to this Agreement shall require the Owner or Managing Contractor designee's approval in writing.

Basic Agreements

12. The Parties Agree To:
 - a. Establish methods of resolving issues that the parties to and the persons bound by this Memorandum of Understanding are unable to quickly resolve;
 - b. Assist in the development, implementation and administration of initiatives towards the enhancement of quality, productivity, safety, cost and schedule;
 - c. Deal with such matters as are referred to it by the terms of this Memorandum of Understanding;
 - d. Establish a forum, or forums through which commitments will be fulfilled.

13. The parties shall provide for joint stewardship of key performance measures by labour and contractors including, without restricting the generality of the foregoing, safety, quality, cost, productivity and schedule.

Daily Travel

14. If buses are supplied for daily transportation, and if, based on an average during a reference week of five test runs each way, conducted coincident with the times when workers are in transit, it takes more than 60 minutes for either or both of the one way trips to travel between the centre of the city (101 Street and Jasper Avenue for Edmonton) and the project gates, a travel allowance will be paid. The travel allowance shall be calculated in the minute intervals. As an example, if the test runs average 65 minutes on the trip to the project and 65 minutes on the return trip, an allowance of 20 minutes for each day shall be payable. The allowance will be paid only to workers who ride on the provided buses, and only for the days on which they ride the buses. Test runs shall be conducted from time to time, once during typical winter travel conditions and once during typical summer travel conditions. Test runs may also be requested when there has been a significant change in travel or site conditions.

Transportation Committee

15. (a) The Parties share a common interest in the safe, timely and efficient transportation of workers to and from all projects and in particular major projects adjacent to the major centres of Calgary and Edmonton. In recognition of this common interest the parties agree to establish a Project Transportation Committee (the "Committee") comprised of 4 representatives chosen by the Coordinating Committee and 4 representatives chosen by the Building Trades Association. The Committee will be co-chaired by one representative from each of the Coordinating Committee and the Building Trades Association.
- (b) The Committee will meet at least quarterly and otherwise as often as its mandate requires.
- (c) The expenses incurred by the Committee will be shared jointly by the Coordinating Committee and the Building Trades Association.
- (d) The mandate of the Committee shall be to develop strategies and best practices to promote safe, timely and efficient transportation of workers to and from projects and to present unified recommendations and submissions to project owners for implementation.
- (e) In pursuit of its mandate, the Committee will commission a traffic expert to prepare a transportation report in respect to each major project adjacent to Calgary or Edmonton that includes recommendations for traffic control, the location of parking facilities, bussing or other mass transit strategies, and the location of ingress and egress roads.
- (f) The Committee will endeavour to engage project owners to participate directly with it. In any event, prior to the commencement of work on the project the

Committee will present its recommendations to the project owners and advocate for their implementation.

- (g) The Committee will be responsible to monitor the transportation of workers throughout the duration of the project and will continue to advocate for safe, timely and efficient transportation.
- 16. The Parties agree that they shall deal with the below listed matters on the basis that they will consider each of the items and agree on programs, implementation and administration. Those matters are health and safety, site closures, pre-job markups, training and maximization of the practical use of apprentices, and where appropriate, trainees.
- 17. The Parties agree that they will provide for the implementation of and administration of the program to minimize absenteeism and maximize retention, the commitments to increase productivity, the program of job steward/supervisor leadership, the program for delivery of training and skills upgrading, and to assist in recruitment.
- 18. The Parties agree to discuss matters of mutual interest pertaining to the construction project with the objective of promoting and maintaining beneficial relations and co-operation between the parties, and to discuss and implement ways to make the construction project successful.
- 19. The Parties agree to support and participate in value-added programs such as Behavioral Based Safety, semi-automatic and automatic welding technologies, and productivity enhancement programs.

SCHEDULE 1

1. CAPITAL WORKS are defined as the Construction, as that term is defined in the *Alberta Labour Relations Code*, of that portion of the Project within the plant site battery limits, awarded under contract for construction by [insert name of appropriate contractor or references to any specific work packages as appropriate].
2. Capital Works shall specifically exclude the following:
 - (a) construction work in respect to any contracts awarded
 - (i) to non-Building Trades affiliated contractors, or
 - (ii) prior to the date of this Agreement unless specifically included by the Owner or Managing Contractor.
 - (b) work performed by the Owner's own forces, contractors and their subcontractors on activities associated with Plant operations and maintenance.
3. "Capital Works" pursuant to this Agreement will be deemed to be completed when the Owner has assumed possession of such work or component portion. If a contractor performs construction work in respect of an aspect of the project after it is assumed by the owner, then the Owner or Managing Contractor may choose to declare that this agreement also applies to that work.
4. The Owner or Managing Contractor may amend this schedule in its discretion.

Schedule 2: Employers' Organizations and Local Unions

1. This Schedule of collective agreements is attached to and forms part of the Agreement for the Project.
2. In the event any of the noted registration certificates is revoked during the term of this Agreement, or in the event there is a change in the employers' organization authorized to carry on bargaining for a representative group of employers, representatives of the Council and of the Coordinating Committee shall meet with the affected Local Union and the affected Employers to identify the Employers' Organization which shall then be referenced. Failing agreement by these representatives, the question of which Employers' Organization shall be referenced shall be decided by a single arbitrator appointed by agreement of the Coordinating Committee and the Council, who shall render a decision within one (1) week of his appointment.
3. For each of the below listed trade jurisdictions, the Local Union which shall be referenced shall be the Local Union or Unions having territorial jurisdiction over areas in which work is carried on pursuant to the Project Terms.

[NTD: This list should include all of the trade jurisdictions respecting which the Project Agreement Letter of Understanding is included, and should be updated from time to time as others agree to be bound by the Letter of Understanding.]

Trade Jurisdiction	Parties	Registration Certificate
General Construction Boilermakers:	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge #146, and Boilermaker Contractors' Association of Alberta	#7
General Construction Bricklayers - General:	International Union of Bricklayers and Allied Craftworkers, Locals #1 and #2, and Masonry Contractors Association of Alberta	#61
General Construction Bricklayers - Refractory:	International Union of Bricklayers and Allied Craftworkers, Locals #1 and #2, and Construction Labour Relations - An Alberta Association Bricklayers (Provincial) Trade Division	#60
General Construction Carpenters:	United Brotherhood of Carpenters and Joiners of America, Locals #1325, and #2103, and Construction Labour Relations - An Alberta Association Carpenters (Provincial) Trade Division	#51

- General Construction Cement Masons: #43
Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Construction Labour Relations - An Alberta Association Cement Masons (Provincial) Trade Division
- General Construction Electricians: #52
International Brotherhood of Electrical Workers, Local #424, and Electrical Contractors Association of Alberta
- General Construction Elevator Constructors: #29
International Union of Elevator Constructors, Locals #122 and #130, and Construction Labour Relations - An Alberta Association Elevator Constructors (Provincial) Trade Division
- General Construction Glass Workers: #55
International Union of Painters and Allied Trades, Local Union #177, and Glass Employers Association of Alberta
- General Construction Insulators: #9
International Association of Heat and Frost Insulators and Asbestos Workers, Local #110, and Construction Labour Relations - An Alberta Association Insulators (Provincial) Trade Division
- General Construction Ironworkers - Reinforcing: #47
International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals #720 and #725, and Construction Labour Relations - An Alberta Association Ironworkers - Reinforcing (Provincial) Trade Division
- General Construction Ironworkers - Structural: #48
International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Locals #720 and #725, and Construction Labour Relations - An Alberta Association Ironworkers - Structural (Provincial) Trade Division
- General Construction Labourers: #57
Construction and General Workers' Local #92 and Construction and Specialized Workers' Local #1111, and Construction Labour Relations – An Alberta Association Labourers (Provincial) Trade Division
- General Construction Millwrights: #49
Millwrights, Machinery Erectors and Maintenance Union, Local 1460 of the United Brotherhood of Carpenters and Joiners of America, and Construction Labour Relations - An Alberta Association Millwrights (Provincial) Trade Division

- General Construction Operating Engineers: #24
International Union of Operating Engineers, Local Union No. 955, and Construction Labour Relations - An Alberta Association Operating Engineers (Provincial) Trade Division
- General Construction Painters: #58
International Union of Painters and Allied Trades, Local #177, and Alberta Coating Contractors Association
- General Construction Plasterers: #44
Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local #222, and Construction Labour Relations – An Alberta Association Plasterers (Provincial) Trade Division
- General Construction Plumbers and Pipefitters: #27
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #179, #488, and #496, and Construction Labour Relations - An Alberta Association Mechanical (Provincial) Trade Division
- General Construction Refrigeration Mechanics: #28
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local #488, and Construction Labour Relations - An Alberta Association Refrigeration (Provincial) Trade Division
- General Construction Roofers: #59
Construction and General Workers' Local #92, Sheet Metal Workers' International Association, Local #8, and United Brotherhood of Carpenters and Joiners of America, Local #1325, and Construction Labour Relations – An Alberta Association Roofers (Provincial) Trade Division
- General Construction Sheet Metal Workers: #18
Sheet Metal Workers' International Association, Local #8 and Construction Labour Relations - An Alberta Association Sheet Metal (Provincial) Trade Division
- General Construction Sheeters, Deckers and Cladders: #13
Sheet Metal Workers' International Association, Local #8 and Construction Labour Relations - An Alberta Association Sheeters, Cladders and Deckers (Provincial) Trade Division

General Construction Sprinkler Fitters: #19
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Locals #488 and #496, and Canadian Automatic Sprinkler Association

General Construction Teamsters: #25
General Teamsters Local Union No. 362 Affiliated With The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Industrial Contractors Association of Alberta

General Construction Tilesetters: #62
International Union of Bricklayers and Allied Craftworkers, Local #4, and Granite, Marble, Tile, & Terrazzo Union Contractors' Association of Alberta

Effective Date:

This Special Project Needs Agreement has been declared to be effective on the [insert day] day of [insert month], [insert year] pursuant to the provisions of the Letter of Understanding for Special Project Needs Agreements as attached to and forming part of the Collective Agreements between each of the above named Parties.

Outcomes of the
BCA/IBB Local Lodge 146
Trade Specific Bargaining Agreement

The Parties agree to meet within 90 days of ratification of the AB Memorandum of Agreement and develop specific action plans to address the following items.

1. Communiqué re Local Lodge 146 Pride & Progress
 - a. The BCA agrees to support and work with the Local to promote the Local 146 Pride & Progress initiatives recognizing that this program works to complement existing programs that may already be in effect within Contractor organizations.

2. Communiqué re Accommodation Policy
 - a. The BCA agrees to work with Local 146 for the education and understanding of all stakeholders of the value and obligations of all in promoting an appropriate accommodation policy recognizing that this initiative is to complement existing Contractor policies or programs.

3. Communiqué re Collective Agreement Transfer provisions.
 - a. The BCA has agreed to confirm the interpretation and application of the Collective Agreement Transfer provisions clause to its member Contractors.

4. Work together to promote the development and training of Supervisors.
 - a. The BCA and Local Lodge 146 agree to work together and further the development of a pool of qualified supervisors, supporting & utilizing the Local Lodge 146 Pride & Progress Supervisory Program where appropriate.

5. The BCA has agreed to develop a Letter of Understanding for the duration of the Collective Agreement (May 1, 2011 – April 30, 2015) to provide for a 'TIG

Incentive' to recognize the additional qualifications, training & testing maintained by the specialized welders. This incentive/recognition program would only apply to SS TIG & specialized alloy TIG welders.

The L of U for the TIG incentive program would apply to any welder who is required by the Employer or the Employer's client to perform on any Alloy Gas Tungsten Arc Welding test.

- a. The welder would be paid a testing fee of one hundred and twenty-five (\$125.00) dollars providing they meet the following criteria.
 - b. The welder must pass the relevant test.
 - c. The welder remains on the project a minimum of thirty (30) days or until layoff, whichever occurs first
 - d. The welder cannot refuse to utilize the tested procedure while employed on the project.
 - e. The welder incentive test fee will be paid providing these criteria are met, after the first thirty days of employment or upon layoff, whichever occurs first.
6. The parties have agreed to jointly pursue construction industry resolution to the various customer provided incentives causing disparate treatment within the membership.
7. The parties have agreed to pursue construction industry wide resolution in an effort to standardize the use and provision of safety equipment.

IMPORTANT NOTES FROM THE BCA & IBB LOCAL 146 DISCUSSIONS

The parties have agreed to accept and recommend ratification of all matters determined and agreed to at the Alberta Framework negotiations.

The parties recognize the value of regular meetings for the purposes of greater communication and understanding within the Boilermaker industry and as such agree to schedule meetings on a regular basis.

**LETTER OF UNDERSTANDING
BETWEEN
BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA
AND
THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, LOCAL LODGE 146
TIG WELDER INCENTIVE TEST FEE**

In keeping with the terms and conditions of the Alberta Boilermakers Collective Labour Agreement negotiated between Boilermakers Local Lodge 146 and the Boilermaker Contractors Association of Alberta that provides for an incentive for TIG welders, the parties have agreed to the following in keeping with Article 8.07.

A welder who is required by the Employer or the Employer's Client to perform on any Stainless Steel TIG or specialized alloy TIG welding test will be paid a testing fee of one hundred and twenty-five (\$125.00) dollars providing they meet the following criteria:

- (a) The welder must successfully pass the relevant test.
- (b) The welder remains on the project a minimum of thirty (30) calendar days or until lay off, whichever occurs first
- (c) The welder cannot refuse to utilize the tested procedure while employed on the project.

Provided these criteria are met, the welder incentive test fee will be paid after thirty calendar days of employment or upon lay off, whichever occurs first.

This Letter of Understanding is effective May 1, 2011 through April 30, 2015.

DATE: May 1, 2011

**SIGNED ON BEHALF OF:
BOILERMAKER CONTRACTORS'
ASSOCIATION OF ALBERTA**

SIGNATURE ON FILE

**DAVID GALVIN
PRESIDENT & CEO**

**SIGNED ON BEHALF OF:
INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, LODGE 146**

SIGNATURE ON FILE

**ARNIE STADNICK
BUSINESS MANAGER/SECRETARY
TREASURER**