

SPECIAL PROJECT NEEDS AGREEMENT

for the

**GEORGE MASSEY CROSSING – CORRIDOR
IMPROVEMENTS**

SPECIAL PROJECT NEEDS AGREEMENT

ENTERED INTO THIS 18th DAY OF June, 2021

BY AND BETWEEN:

Construction Labour Relations Association of BC ("CLR")

On its own behalf; on behalf of all of its member Employers who perform work covered under the Scope clause of this SPNA; and on behalf of any non-CLR member Employer who performs work covered under the Scope clause of this SPNA and signs a copy of the letter of adherence attached to this SPNA.

And:

Those Unions Signatory to this SPNA

(the "Union")

WHEREAS Her Majesty the Queen in right of the Province of British Columbia as represented by the Ministry of Transportation and Infrastructure (the "Owner") is constructing certain works described in the scope clause of this Agreement (the "Project");

AND WHEREAS the Employers are bidding to undertake work on the Project;

AND WHEREAS the opportunity to work on the Project requires the demonstration of an execution strategy that will ensure the uninterrupted supply of quality tradespeople for the duration of the Project, bridging any local union collective agreement negotiations or legal strikes which may take place in the general construction or road building industry;

AND WHEREAS the Parties recognize the importance of delivering community benefits including direct economic benefits, training and employment of the local and provincial workforce;

AND WHEREAS these community benefits specifically include opportunities for Qualified Indigenous Resources and training and employment of Identified Indigenous Groups and Equity Group members;

AND WHEREAS the Unions are key stakeholders in the overall success of the Project and, further, that Unions with strong and reliable international affiliations can offer critical support in ensuring uninterrupted supply of quality trades people for the duration of the Project;

AND WHEREAS the success of the Project will be facilitated by providing a forum through which key stakeholders including Employers and Unions may address issues of mutual concern;

AND WHEREAS the success of the Project will be better ensured through an agreement that benefits all stakeholders in terms of enhancing ongoing communications and working relationships;

AND WHEREAS it is the express intention of all of the Parties hereto that the execution of this Agreement in no way detracts from nor adds to the bargaining authority of any of the Employers or of the Unions, 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 by the Parties that the following terms and conditions of employment shall apply to the Project with respect to any and all awarded work within the scope of this Agreement.

A. BASIC AGREEMENTS

1.00 Scope and Definitions

1.01 In this Agreement, the following terms shall be defined as set out below whether used in the singular or plural forms:

- (a) “Agreement” means this Special Project Needs Agreement operating for the duration of the Project both as an addendum to the Standard Provincial Agreements and, in the event of a labour dispute affecting one or more of those agreements, operating as an independent and ongoing Voluntary Recognition Agreement confined to the Project.
- (b) “Capital Works” means the general construction and road works in respect to the Project carried out on the Site.
- (c) “CLR” means the Construction Labour Relations Association of British Columbia.
- (d) “EAC” means the Environmental Assessment Certificate issued in respect of the Project.
- (e) “Employee” means a person engaged on the Project by an Employer in accordance with the terms of this Agreement.
- (f) “Employer” means any contractor directly employing members of a Union in accordance with this Agreement.
- (g) “Equity Group” is an inclusive term referring to women, people with disabilities, youth (ages 16-24), and other groups traditionally underrepresented in the construction workforce.
- (h) “Identified Indigenous Groups” means: Tsawwassen First Nation, Semiahmoo First Nation, Musqueam Indian Band, Cowichan Tribes, Tsleil-Waututh Nation, Halalt First Nation, Ts’uubaa-asatx (Lake Cowichan) Nation, Lyackson First Nation, Katzie First Nation, Penelakut Tribe, Kwantlen First Nation, Stz’uminus First Nation, Seabird Island Band, Snuneymuxw First Nation, Shxw'ow'hamel First Nation, Squamish First Nation, Sto:lo Tribal Council.
- (i) “Indigenous” means all First Nation, Metis or Inuit peoples.
- (j) “JAPlan” means the Jurisdictional Assignment Plan of the British Columbia Construction Industry and any amendments thereto.
- (k) “Local Resident” means an Employee who is resident within the area bounded by Lions Bay to the west and Chilliwack to the east.

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- (l) “Parties” means CLR, the Employer, and the Unions.
 - (m) “Project” means the Steveston Interchange Project and the George Massey Crossing - Transit and Cycling Improvements.
 - (n) “Qualified Indigenous Resources” means a business included on one or more list(s) of businesses associated with the Identified Indigenous Groups that will be provided to the Employer and updated from time to time
 - (o) “Site” means the general location of the Project, including all areas covered by the EAC.
 - (p) “Standard Provincial Agreement” means the separate Industry collective agreements which are applicable to the work covered by this Agreement. More specifically it means, where applicable, the collective agreement applicable to the general sector of the construction industry in British Columbia negotiated between the appropriate Union and CLR and/or the collective agreement negotiated between the Transportation Infrastructure Group of Companies and the appropriate Union for roadbuilding work in the Lower Mainland.
 - (q) “Union” means any local union that is signatory to this Agreement and “Unions” means any combination of one or more Union. Where appropriate to the context, “Union” also refers to the International Union Affiliate of a Union.
 - (r) “Voluntary Recognition Agreement” means this Agreement and/or Agreement-Based Letters of Understanding (“LOU”) provided for under this Agreement, that are deemed to come into effect pursuant to Article 3.00 and replace Standard Provincial Agreements in the event of a labour dispute interrupting the application of a Standard Provincial Agreement.
- 1.02 The Standard Provincial Agreements shall govern the relationship of the Parties with respect to the Project, except as modified by this Agreement.
- (a) This Agreement shall govern and displace the terms and conditions of the Standard Provincial Agreements wherever and to the extent that there are inconsistencies between them.
 - (b) This Agreement shall only apply to Employers that undertake the performance of the Capital Works described herein.
- 1.03 This Agreement is limited to Capital Works undertaken as part of the Project. This Agreement does not apply to work which is not “general construction” or road work (which is work not normally performed in British Columbia pursuant to a Standard Provincial Agreement).
- 1.04 This Agreement shall be deemed to be attached to and form part of each of the Standard Provincial Agreements for the duration of the Project.

1.05 The Parties agree that this Agreement is final and binding for the duration of the Project and is only subject to amendment pursuant to Article 1.06.

1.06 The Parties may, from time to time, amend this Agreement by mutual written consent.

2.00 Purposes

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 needs of the Project include:

- (a) The need to ensure that construction of the Project shall proceed safely, efficiently, economically, and without interruption;
- (b) The need to increase the level of safety in the construction industry and during the Project.
- (c) The need to recognize that the socio-economic commitments of this Project are to:
 - (i) carry out construction in a way that enhances the positive socio-economic effects and reduces the negative effects, while maintaining economics and the ability to execute the Project;
 - (ii) provide contracting opportunities on the site for Qualified Indigenous Resources;
 - (iii) provide employment and training opportunities to Identified Indigenous Groups; and,
 - (iv) provide employment and training opportunities for Equity Group members.
- (d) The need to enhance the early participation on the Project and the work experience of the qualified trades people that are Local Residents;
- (e) The need to establish and maintain harmony between the negotiation and administration pursuant to this Agreement and the collective bargaining and relevant Standard Provincial Agreement administration pursuant to bargaining authorizations in the balance of the construction industry in British Columbia;
- (f) The need to foster work practices which will yield consistency across all trades, cost effectiveness and high quality results, and fair compensation for all participants for productive and quality work;
- (g) The need to establish and preserve stability and harmony in the labour management relationships among the Parties, Employers and Employees engaged on the Project, so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions, and confrontations are prevented; and,
- (h) The need to ensure that the Project will be unaffected by any disruptions (e.g. strikes) that

may result from collective bargaining in the general, and specialty sectors of the construction industry.

3.00 Relationship to Standard Provincial Agreements

- 3.01 It is the overarching intention of the Parties that the work encompassed by this Agreement shall continue without abatement due to strike, lock-out, work slowdowns, or any other job action designed to, or having the effect of, interfere(ing) with or otherwise restricting the progress of construction of the Project. Any such activities are strictly prohibited as set out in Article 5 below.
- 3.02 Notwithstanding Article 1.04, this Agreement, and any Agreement-Based LOU, shall continue in force through to the conclusion of the Project and this Agreement and any Agreement-Based LOUs may continue after the expiry of one or more Standard Provincial Agreement(s) and strikes related to the renegotiation of the Standard Provincial Agreement(s). Where the renewal, negotiation or re-negotiation of such Standard Provincial Agreements result in changes to wages, benefits or required employer contributions or Employee deductions, such wage, benefit, contribution, or deduction changes shall be adopted herein on the date on which they become effective in the Standard Provincial Agreement(s).
- 3.03 The Parties to this Agreement and the parties to any Agreement-Based LOUs agree that, in the event of a strike or lockout in respect of any Standard Provincial Agreement(s), the terms of this Agreement and any Agreement-Based LOUs will, automatically and without interruption, transform into stand-alone voluntary recognition agreements whereby the Agreement and Agreement-Based LOUs will each incorporate the provisions of the affected Standard Provincial Agreement(s) in existence immediately prior to the strike or lockout (“Voluntary Recognition Agreement(s)”), save and except for any provisions of the Standard Provincial Agreement inconsistent with the terms of this Agreement or an Agreement-Based LOU.
- 3.04 Any such Voluntary Recognition Agreement will be deemed to include a provision agreeing to implement wage and benefit increases equivalent to any wage and benefit increases put in place under the relevant renewal Standard Provincial Agreement. Any applicable changes will be effective on the same date agreed to in the Standard Provincial Agreement.
- 3.05 The Parties to this Agreement and the parties to any Agreement-Based LOUs agree that the operation of Article 3.03 will create stand-alone voluntary recognition bargaining relationships that exist completely independent of, and separate and apart from, the bargaining relationships underlying the Standard Provincial Agreement(s) until such time as the renewal of the Standard Provincial Agreement(s) or the completion of the Project, whichever comes first, at which time they shall cease to have any, continuing, independent effect.
- 3.06 (a) No Union, nor anyone acting on behalf of any Union, will bring an application of any kind, in any forum, seeking an order that could involve the work of the Project, or Employees employed on the Project under a Voluntary Recognition Agreement, in

any bargaining dispute relating to a Standard Provincial Agreement.

- (b) Without limiting the generality of the foregoing, no Union, nor anyone acting on behalf of a Union, shall bring an application under sections 35 (successorship), 38 (common employer), 65 (picketing), or 68 (replacement workers) of the Labour Relations Code seeking any order that would involve the work of the Project, or Employees employed on the Project under a Voluntary Recognition Agreement, in any bargaining dispute relating to a Standard Provincial Agreement.
- (c) It is agreed that filing of any such application will constitute improper conduct for purposes of justifying a refusal of the order sought pursuant to section 133 of the Labour Relations Code.

4.00 Site Stability

- 4.01 The Parties acknowledge this Agreement is designed to achieve labour relations stability on the Project. It is a violation of this Agreement for any of the Parties to do anything to harm, delay, or otherwise impede construction of the Project including a failure to adequately understand and follow safety rules and procedures applicable to the Project. Any individual acting in violation of this Article may be subject to immediate removal from the Project if there is an emergent safety or emergency situation arising from such behaviour. Any removal from the Project is subject to the grievance procedure contained in this Agreement.
- 4.02 The Unions agree that Employees will not engage in any form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct directed by an Employee to another Employee for any reason, including any verbal or written communications, or gestures. The Employer will have a policy that prevents discrimination on the Project on the basis of prohibited grounds as outlined in applicable human rights legislation and *Workers Compensation Act* of BC.
- 4.03 The Employer may establish uniform and consistent rules and policies including rules and policies with respect to health and safety, security, workplace conduct and access for the Project. All Employees and Union representatives attending at the Project Site will be required to undergo orientations and agree to such rules and policies as the Owner and/or Employer may reasonably establish from time to time.

5.00 Work Stoppages and Lockouts

- 5.01 During the term of this Agreement, there shall be no strikes, lockouts, work stoppages, work slowdowns or other disruptive activity, for any reason, by any Party, Union, Employee, or Employer, which in any way interferes with or otherwise restricts the progress of construction of the Project. In the event of any such disruptive activity, the Parties, Unions and Employers all undertake to act immediately and instruct their members and/or Employees to cease the disruptive activity.
 - (a) For the purposes of this Agreement, it is understood that a suspension of work, shutdown or termination of any or all of the Project ordered by the Owner or

Employer for any reason will not constitute a strike or a lockout of Employees.

- 5.02 Should a third party dispute be threatened or take place on property near or adjacent to the Project, or on or near the access route to the Project, the Employer will consult with the Unions regarding any common-site picketing issues and, if necessary, make a joint application to the Labour Relations Board seeking an order that will enable Project Employees to report to work without crossing picket lines relating to the third party dispute.
- 5.03 The Parties agree that in the event of an actual or threatened lockout by any Employer or an actual or threatened strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind on the part of any Union, any Employee or any group of Employees, complaints will be pursued through to resolution on an expedited basis.
- 5.04 The Parties agree that:
- (a) a time and date for hearing the complaint may be set by the Labour Relations Board for the earliest possible hearing opportunity, and without consideration of the calendars of counsel or the parties;
 - (b) a complaint falling within the scope of this provision has the potential to cause irreparable harm and should, if at all possible, be resolved, whether by interim order or final decision, within 24 hours of filing of the complaint; and
 - (c) a complaint falling within the scope of this provision is a matter appropriate for hearing by means of telephone conference.

6.00 No Bargaining Relationship

- 6.01 It is agreed that no bargaining relationship is created with the Owner, the Employer, or any of their subsidiaries and affiliates or their successors, or any sub-contractor with the Unions, by voluntary recognition or by action of law pursuant to the Labour Relations Code.
- 6.02 Similarly, where the Owner, Employers, or sub-contractors have participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this Agreement 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, Employers, or sub-contractors to any collective agreement with any union or organization of unions.
- 6.03 Where the Owner or Employer is mentioned in this document, the terms shall be taken to mean the person or persons designated by the Owner or Employer, if any, in respect to participation in the administration of portions of this Agreement, wherever that context is appropriate.
- 6.04 There will be no union organizing on the Site during any working hours and no disruption of or interference with the other parts of the Site as a result of exercising any rights

under the Labour Relations Code. In the event of any organizing drive or other actions occurring as a result of a Union exercising its' rights under the Labour Relations Code, the Parties will ensure there is no interference with any work on the Site.

- 6.05 Union membership evidence obtained for the purpose of employing any Employee on the Project shall not be considered in any application for certification or assertion of voluntary recognition of a Union under the Labour Relations Code with respect to an Employer working under the terms of this Agreement.

7.00 Jurisdiction Disputes

Jurisdictional matters shall be managed in accordance with the Jurisdictional Assignment Plan of the BC Construction Industry ("JAPlan") or the alternate Jurisdictional Process outlined in a Standard Provincial Agreement.

8.00 Expedited Grievance Process

- 8.01 This procedure shall apply to all differences arising between an Employer and a Union relating to the discipline or dismissal of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, any Agreement-Based LOU, or any Standard Provincial Agreement as it relates to this Agreement, to an Agreement-Based LOU or to the Project, including any question as to whether this procedure applies and whether a matter is arbitral. Grievances relating to jurisdictional disputes (including wages/benefits) under the JAPlan are not arbitral.

(a) Any Union or Employer may initiate a grievance.

(b) The parties will use their best efforts to settle the matter informally.

- 8.02 It is agreed that the spirit and intent of this Agreement is to resolve grievances promptly. All grievances must be initiated within ten (10) working days of occurrence of the alleged grievance or the date on which the person initiating the grievance ought to have known of the occurrence of the alleged grievance. It is understood the ten (10) working day timeframe shall not apply to differences concerning a failure to remit to Trust Funds set out in the Standard Provincial Agreement; such a failure to remit Trust Funds may be brought at any time up to six (6) months following the termination of this Agreement, or six (6) months after the final completion of the Employer's work on the Project Site whichever occurs first.

Time limits may be extended only by written mutual agreement of the parties. The arbitrator does not have the authority to extend the time limits herein.

- 8.03 By written mutual agreement of the parties, the processing of any grievance may begin at any stage in the grievance procedure, including submission to arbitration.

8.04 Stage I – Discussion

(a) The relevant Union representatives and Employer's on-site Labour Relations

Representative and superintendent shall first seek to settle the grievance by discussion.

- (b) Resolutions reached under this process will not be used as evidence of past practice for purposes of interpretation.
- (c) If the matter is not resolved by Stage I discussion, the particulars of the grievance must be reduced to writing by the advancing party and provided to the other party within five (5) working days of the discussion.

8.05 Stage II

In order to effectively and efficiently deal with disputes that arise from the application, administration or operation of this Agreement the Parties agree to the following expedited and internal mechanism to a final, binding and comprehensive method to resolve certain grievances by a panel established by the Parties the procedures of which are as follows:

- (a) A grievance must have been processed through Stage 1;
- (b) The grievance must be in regard to one of the following or the affected Union(s) and Employer(s) have agreed to process the dispute in this manner;
 - discipline or discharge,
 - harassment, on-site conduct,
 - entitlements to travel pay or benefits,
 - improper lay-offs & third party dismissals,
 - local residency requirements,
 - drug and alcohol testing, and/or
 - such other issues as the Parties may add to the list;
- (c) The parties have exchanged all particulars respecting the matters in issue at least five (5) working days prior to the hearing which may include:
 - copies of all witness statements,
 - appropriate corporate records,
 - 'will say' statements from any witness not covered in (a) above,
 - any agreed to statements of facts or law,
 - copies of exhibits, and/or
 - any grievor or employer submissions;
- (d) The Panel will be struck to hear such matters as follows:
 - The Employer and the Union(s) shall each nominate 2 appointees to determine the dispute. Such persons shall have no direct personal interest in the dispute or have been personally involved in earlier attempts to settle the matter. No representative of the affected Unions or Employer shall be appointed. The Panel

shall forthwith agree to a date to hear the case; that date will be given to the Parties.

- The Parties shall forthwith set a time and place for the hearing and give notice of such hearing to the parties to the dispute. The intent of the Parties to this Agreement is that disputes will be heard within 10 days of the referral to the Panel. It is agreed by the Parties that at proceedings of the Panel there will be no legal counsel used by either party to the dispute in the hearing.
- The Panel shall determine its own procedure on the evidence before it and allow each party to the dispute to make its case. They shall have the power to relieve against technicality and irregularity. In their deliberations and in respects of their decisions, actions and hearings they shall have the same immunities, powers and privileges as an Arbitrator under the Labour Relations Code.
- Once the Panel has conducted its hearing and received any and all materials and submissions from the Parties, it shall issue its award which shall be in writing and issued within 48 hours of the hearing. In the appropriate case the parties to the dispute may by mutual agreement extend the time for decision to a certain date. The majority decision of the Panel shall be final and binding on the parties to the dispute. There shall be no appeal, judicial review or other action taken from the majority decision of the Panel. If the Panel is unable to reach a majority decision then the matter may be referred to Arbitration.

8.06 Stage III – Arbitration

- (a) Either party may, within ten (10) working days of the issuance of notice of an inability of the panel to reach a majority decision, provide the other with written notice of intent to submit the grievance to arbitration. For matters not processed through the Panel, matters relating to the failure to pay Trust Funds and other remittances and any other dispute not set out hereinbefore, any party or person who is entitled to file a grievance may commence proceedings or continue them to arbitration provided that those proceedings are timely and referred in writing as is provided for herein.
- (b) Unless the parties agree otherwise, the dispute shall be submitted to arbitration by a single arbitrator.
- (c) The parties shall refer the dispute to the Arbitrator next on the list of approved arbitrators. If for any reason the next arbitrator on the rota of arbitrators cannot hear the matter in a timely fashion the next person on the list shall be assigned the dispute and so on until an arbitrator is empaneled. The Parties may add or delete Arbitrators at any time by mutual agreement.

The Arbitrators initially selected by the parties are:

- Vince Ready, John Kinzie, Julie Nichols, Bob Pেকেles, Ken Saunders and Mark Brown

- (d) The arbitrator shall be requested to hear the grievance and render an award as soon as possible. The parties will use their best efforts to ensure that the hearing is scheduled and carried out as expeditiously as possible. The Arbitrator shall have the power to peremptorily set a hearing date in the appropriate case where the timeliness of the case could impact the processing of the work on the Project.
- (e) The arbitrator shall have any and all powers of an arbitrator specified under the Labour Relations Code. They shall render their decision in writing within 10 working days of conclusion of the hearing unless the parties to the dispute agree otherwise to extend the time for consideration of the matter.
- (f) Each party to the dispute shall bear its own costs of counsel and all hearing related costs. The reasonable fees and disbursements of the arbitrator shall be equally shared between the parties to the dispute.
- (g) An arbitration award on an issue shall be deemed to be conclusive of the issue between the same parties on the same or substantially the same facts, in order to prevent the same subject from being re-litigated and to avoid conflicting decisions for the Project.

B. HARMONY PROVISIONS

The Parties agree that in order to achieve appropriate working relationships amongst the various Unions working on any work to which this Agreement applies, the following conditions shall apply to all. If any conflict exists between these conditions and the terms of the various Standard Provincial Agreements and this Agreement, it is the terms of this Agreement that shall prevail:

9.00 Hours of Work and Scheduling

9.01 The hours of work shall be as set out in the Standard Provincial Agreement with forty (40) hours being the regular work week. However, to provide consistency on the Project, the following hours of work and scheduling provisions shall apply to all:

- (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 normal workday shall be eight (8) or ten (10) hours as determined by the Employer with all hours paid in accordance with the applicable Standard Provincial Agreement. If the overtime provisions of a Standard Provincial Agreement are amended after a portion of this work is tendered then the overtime change will not apply to the work already tendered.

9.02 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 morning safety meeting and prepared to commence work at the scheduled starting time for their respective work-day.

- (b) Employees shall be diligent in respecting start times, completion times, lunch periods and rest break periods.

9.03 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.

9.04 Site Closures

The Employer may require that periods are scheduled during which construction activity on the Project will be suspended during such periods as Christmas/New Year's. During such closures, the continuance of the activities of certain Employees or groups of Employees whose presence on the Project Site is necessary during such periods may also be required and scheduled as determined by the Employer.

9.05 Vacations

Employees will be granted up to two (2) weeks unpaid vacation annually upon reasonable notice requesting such vacation. No more than twenty-five percent (25%) of the members of a crew may be on vacation at any given time.

10.00 Payment of Wages

- (a) Wages, benefits, remittances and any other payments to be made by Employers shall be paid in accordance with the wage schedules and calculations contained within the applicable Standard Provincial Agreements or as is provided for in this Agreement. Such payments shall be at the rate in effect at that time and adopt any changes to the Standard Provincial Agreements.
- (b) The Contract Administration Fund (CAF) will be paid in accordance with the terms of the Standard Provincial Agreements. Where the CAF is not included under a Standard Provincial Agreement the Employer will pay thirteen cents (\$0.13) per hour worked to the Union in the same manner as other remittances in the Standard Provincial Agreement. The Union will pay the CAF collected under this Article to CLR no later than the fifteenth day of the month following the month in which the Union received them. The payment will be accompanied by a list of contractors for whom the dues were payable and the hours worked by each contractor during the period of the remittance.
- (c) The employee deduction for the BC Building Trades contained in each Standard Provincial Agreement shall be deducted and remitted to the Union in accordance with the appropriate Agreement. Where the BCBT deduction is not included under a Standard Provincial Agreement the Employer will deduct eight and one-half cents

(\$0.085) per hour worked from each employee and will remit such amount to the Union in the same manner as other Employee deductions. The Union will pay the funds collected under this Article to the BCBT no later than the fifteenth day of the months following the month in which the Union received them.

- (d) At the Employer's discretion the wages will be paid via direct deposit, and pay stubs (pay notices) will be provided electronically.

11.00 Statutory Holidays

11.01 Statutory holidays shall be observed in accordance with the Standard Provincial Agreements.

11.02 In order to achieve uniformity in application for all trades under the scope of this Agreement a statutory holiday that falls on a day that, but for the statutory holiday, is a day that would have been scheduled for work, the statutory holiday will be observed on that date. That day will become a day off or, if worked, compensated at double time.

12.00 Reflection of the Local Community

The early and continued participation of Local Residents, members of Identified Indigenous Groups, and Equity Group members; and the development of an overall workforce that is reflective of the local community, is one of the key purposes of this Agreement; accordingly, the Parties agree to optimize employment and training opportunities for such qualified Local Residents, members of Identified Indigenous Groups, Equity Group members, and others as required to reflect the local community.

The Parties further recognize that the Owner may impose targets on the Employer with respect to the reflection of the local community including minimum contracting, employment and training opportunities for Identified Indigenous Groups. In the event the Employer is having difficulty meeting the targets the Parties agree to establish a joint committee to explore avenues to ensure that the targets are met.

13.00 Apprentice/Trainee Ratio

The Parties agree developing a well trained workforce is a key component of this Agreement; therefore, they are committed to cooperating in attaining the optimal training and deployment of apprentices on the Project. Any Standard Provincial Agreement that contains an apprentice or trainee ratio of less than twenty-five percent (25%) shall be amended to reflect a twenty-five percent (25%) apprentice or trainee ratio.

14.00 Geographical Priority of Workers

The Parties are committed to working co-operatively to identify, recruit and employ people in the following geographical order of priority: 1. Local Residents; 2. British Columbia; and 3. Canada.

15.00 Hiring

The Employer and Union agree that for any contract, workers shall be hired and clearances issued in accordance with the following.

15.01 If the Employer is only requesting Employees from a single trade

- (a) The Employer shall have the right if requiring more than six (6) employees, to hire as follows:
 - i) 'name hire' all supervisors, inclusive of non-working forepersons,
 - ii) 'name hire' any four (4) employees,
 - iii) hire employees in the following order, one at a time for each of (1) through (3) below, repeating as necessary
 - 1) an employee dispatched from the Union,
 - 2) an employee name requested from the Union, and
 - 3) a 'name hire' of any employee,

- (b) The Employer shall have the right, if requiring six (6) or less employees, to hire as follows:
 - i) 'name hire' all supervisors, inclusive of non-working forepersons,
 - ii) 'name hire' any two (2) employees,
 - iii) an employee dispatched from the Union,
 - iv) an employee name requested from the Union,
 - v) a 'name hire' of any employee,
 - vi) an employee dispatched from the Union,
 - vii) in the event that the crew expands beyond six (6) employees, to transition to the agreed ratio, the seventh (7th) and eighth (8th) persons hired shall be a 'name hire' of any employee. Any hires of the ninth (9th) and subsequent positions shall be in accordance with 15.01(a)(iii).

15.02 If the Employer is requesting Employees from multiple trades

- (a) The Employer shall have the right if requiring more than six (6) employees, to hire as follows per each Union:
 - i) 'name hire' all supervisors, inclusive of non-working forepersons,
 - ii) 'name hire' any three (3) employees,
 - iii) hire employees in the following order, one at a time for each of (1) through (3) below, repeating as necessary:
 - 1) an employee dispatched from the Union,
 - 2) an employee name requested from the Union, and
 - 3) a 'name hire' of any employee,

- (b) The Employer shall have the right, if requiring six (6) or less employees, to hire as follows per each Union:

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- i) 'name hire' all supervisors, inclusive of non-working forepersons,
- ii) 'name hire' any two (2) employees,
- iii) an employee dispatched from the Union,
- iv) an employee name requested from the Union,
- v) a 'name hire' of any employee,
- vi) an employee dispatched from the Union,
- vii) in the event that the crew expands beyond six (6) employees, to transition to the agreed ratio, the seventh (7th) shall be a 'name hire' of any employee, the eighth (8th) shall be a 'name hire' off the union list, and the ninth (9th) shall be a 'name hire' of any employee. Any hires of the tenth (10th) and subsequent positions shall be in accordance with 15.02(a)(iii).

15.03 Notwithstanding Article 15, any Employee laid off within the last year may be rehired, and the Union shall clear such Employees.

15.04 On prime or sub-contracts awarded to local companies with a labour component of up to thirty-five thousand dollars (\$35,000), the Employer shall have the right to 'name hire' all employees provided those requested meet the criteria of being Local Residents.

The purpose of this provision is to allow local companies to do small assignments with their regular crew.

15.05 Contract work awarded to Contractors shall not be "split" into sub-contracts with the intent to circumvent this Article.

15.06 The above 'name hires' must be residents of Canada for a period of six (6) months. These 'name hires' may or may not be members of the Union. To qualify for a 'name hire' under this clause, the individual must have been employed by the Employer for at least six (6) months in the last two (2) years and must have the experience, training and required qualifications where applicable. Additional qualified regular employees may be name requested where there is mutual agreement between the Parties. The Employer shall notify the Union of these hires and the Union shall provide clearances.

15.07 Any workers hired pursuant to this Article 15 shall follow the principles of priority hiring for Indigenous people and Equity Groups.

15.08 If the Union is unable to supply the workers required within forty-eight (48) hours or such other time as may be agreed by the Employer and Union from the date requested, exclusive of Saturdays, Sundays and holidays, the Employer may hire from other sources. Employees so hired shall be required to secure membership in the appropriate Union. Such application for membership shall be made within thirty (30) calendar days of hire.

15.09 Where a 'name hire' Employee or an Employee hired in accordance with 15.08 is not a member of the appropriate Union they shall be required to secure membership in the appropriate Union. Such application for membership shall be made within thirty (30) calendar days of hire.

15.10 The Unions recognize the Employer's right to evaluate all persons to determine their

level of competency, qualifications and physical fitness to perform the required work.

16.00 Legislation

This agreement shall be governed by the laws of British Columbia and applicable federal legislation.

17.00 Management Rights

17.01 Subject to the terms of this Agreement, to the extent of the scope of their contracts on the Project, Employers retain full and exclusive authority for the management of their businesses and to exercise such rights, subject to the provisions of this Agreement. In addition to the rights of the Employer set forth in this Agreement, the Employers shall retain all rights of management.

17.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:

- (a) to determine qualifications, skills, abilities and competency of Employees; including requesting particulars of work history;
- (b) to determine workforce requirements, including the required number of Employees;
- (c) to hire, transfer, select, assign work, monitor and manage productivity, promote, demote, lay off, discipline and discharge Employees for just cause and to increase or decrease the workforce from time to time;
- (d) to determine job content, materials to be used, design of products, facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment, the location work is to occur and the scheduling of work; and
- (e) to establish, implement, monitor and enforce policies, procedures, rules, regulations and standards to be observed by Employees, and non-compliance may involve discipline, including dismissal, which discipline or dismissal is subject to the grievance and arbitration process under this Agreement.

17.03 It is understood that supplies, materials, pre-assembled units, and pre-cast units, and/or large modularized components may be sourced for the Project from any worldwide source regardless of their source, or the union or non-union status of persons involved in the manufacture, assembly or delivery, and it is agreed that they will be installed in accordance with plans and specifications provided. Where practicable, where a situation arises with respect to onsite work that foreseeably could create controversy, the Employer will contact the affected Union(s) to discuss.

17.04 No Union and no Employee shall refuse to handle or refuse to install any materials, equipment or components regardless of their source or the union or non-union status

of persons involved in the manufacture, assembly or delivery of such material, equipment or components, and no Union or Employee shall honour hot or unfair cargo declarations. The Unions and the Employees shall respect the “first drop principle” in cases of supply or delivery of goods to the Project. It is understood that supplies, materials, pre-assembled units, and pre-cast units, and/or large modularized components may be sourced from any worldwide source for the Project and it is agreed that they will be installed in accordance with plans and specifications provided.

17.05 The Employer shall not be restricted in the selection of materials, supplies or equipment. It is recognized that the use of any technology, equipment, machinery, tools, energy and/or labour saving devices and methods of performing work (such as semi-automatic and automatic welding technologies) may be initiated by Employers from time to time during the Project. The Parties agree that there will be no restriction on such devices or work methods.

17.06 In the event of any conflict between this provision and any clause in a Standard Provincial Agreement, the terms of this Article shall prevail.

18.00 Union Security

18.01 The Employer shall not discriminate against any Employee by reason of membership in a Union. Every Employee must be or become a member of a Union and every Employee who is a member or becomes a member of a Union shall maintain their membership in the Union as a condition of employment.

18.02 The Employer shall remit to the Union all Union Dues (including Field Dues) and other remittances required by the Standard Provincial Agreement in accordance with the terms of that Standard Provincial Agreement.

18.03 Duly authorized representatives of the Union shall have access to the Project Site at all times, provided that they do not unnecessarily interfere with the progress of the work and comply with the safety and security regulations. They shall notify the proper representative of the Employer prior to proceeding on the Project.

18.04 Where the Union chooses to appoint Job Stewards the appointment shall be as is provided for in the Standard Provincial Agreement.

18.05 Any and all other union security provisions in the Standard Provincial Agreement which are not otherwise in conflict with this Article are adopted herein for the appropriate Local Union.

19.00 Code of Conduct

19.01 The Parties support the application and administration of the “Code of Conduct” contained in Schedule “A”.

19.02 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

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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.

19.03 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.

19.04 The Parties agree to discuss matters of mutual interest pertaining to the 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 Project successful.

20.00 Substance Abuse Testing and Employee and Family Assistance Program

It is acknowledged by the Parties that substance abuse and its effects have a detrimental effect on Employees' health and safety, quality of construction and to the general public. Therefore, the Parties agree to be bound by the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy.

21.00 Delivery or Pick-Up on Site

21.01 Any person may deliver or pick-up incidental materials (which shall include all materials except those addressed in Article 21.02) including delivery and discharge of ready-mix concrete produced off-Site, to one or more drop points specified by the Employer.

21.02 Notwithstanding the above, delivery or pick-up of bulk quantities of asphalt mix, aggregates and embankment materials, and ready-mix concrete produced on-Site, shall be within the scope of this Agreement and shall be delivered by Employees.

22.00 Term

This Agreement has been declared to be effective on the 18 day of June, 2021 and shall remain in effect until the conclusion of the Project.

"Signature on File" _____

Signed on behalf of:

"Signature on File" _____

Construction and Specialized Workers' Union Local #1611

"Signature on File" _____

International Union of Operating Engineers, Local 115

"Signature on File" _____

Teamsters Union Local 213

Schedule A

Code of Conduct

This Code of Conduct (“the Code”) is adopted by the Project to set the standard for safety, productivity and positive industrial relations. This Code creates responsibility and accountabilities for all of our stakeholders and sets the standard for how we all will conduct ourselves.

Article No. 1.00 – PRINCIPLES

- 1.1 The purpose of this Code of Conduct is to provide a basis for a commitment and actions from both Employers and the Union members, to meet their responsibilities under the Agreements to which they are bound and provide the best possible outcome for the Owner, thereby elevating the status and relationships of all concerned parties,; Employers, Unions, and Employees. This Code recognizes that maintaining the highest levels of job-site professionalism is the joint responsibility of the Union member/Employee, the Union and the Employer.
 - 1.1.1 Adherence to this Code of Conduct requires commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. This Code will promote the use of Union Members' world-class skills and safe, efficient work practices and work of the highest quality on the Project.
- 1.2 This Code is meant to support, but not replace, the use of good judgment regarding personal and professional conduct. The absence of a specific policy or regulation does not relieve any Employer or Employee from the responsibility of exercising the highest standards in any situation.
- 1.3 The Unions undertake to maintain disciplinary and appeal procedures which are fair, just and equitable for all the Union members. A main objective of this Code is to provide a preferred work force and implement guidelines in correcting unacceptable behaviour or unsatisfactory performance by Union members.
- 1.4 Union members are expected to conduct themselves in a manner that promotes the Union's reputation and ensures continued confidence in the Union. A Union member is the image of their Union.
- 1.5 All persons, whether management, Employer personnel, union leadership and union members will treat all persons honestly and fairly, with respect and proper regard for their rights, entitlements, duties and obligations, and at all times act responsibly in the performance of their duties.
- 1.6 All persons, whether management, Employer personnel, union leadership and union members shall be aware of their obligations to be a ‘good steward’ for the Environment, and play their role in making this Project an Environmental success.
- 1.7 Union journeypersons and senior Union members recognize their obligation to their specific Union and the industry to mentor, train, set work and safety standards for apprentices and new Union members to ensure that they are the best in Canada. These young men and women are our legacy. To this end, Employers undertake to support these activities.

Article No. 2.00 – SCOPE

2.1 This Code shall be adhered to by all Employers and all Employees working under this Agreement.

2.2 This Code shall apply to:

- Project Site work place
- Project Site lunchrooms/coffee rooms/change rooms
- Any other employment location used in respect to the Project
- Parking lots
- Company provided transportation
- On site Union meetings/scheduled social events

2.3 The Parties understand and agree that Golden Rules (also known as Lifesaving Rules or Cardinal Rules) exist for the safety and protection of all site participants; as such the Code of Conduct may not be the only vehicle with which the Parties deal with violations of such safety and job site rules.

Article No. 3.00 – WORKER’S RESPONSIBILITIES UNDER THE CODE OF CONDUCT

All Employees must be aware of the possibility of consequences for undesirable and/or unacceptable behaviours. Employees will respect and observe the Owner’s, and Employers’ and rules and policies.

3.1 All Employees will respect the Owner, the Employer and other Employees by dressing in a manner appropriate for a highly skilled and professional workplace.

3.1.1 Employees will report to the Project Site with clothing and footwear as required and appropriate by safety standards, for weather conditions and their work on the Project Site.

3.1.2 Required Personal Protective Equipment will be worn at all times as required by Project Site Safety Rules.

3.1.3 Offensive words and symbols on clothing and buttons are not acceptable.

3.2 Employees will treat Owner Representatives, Employer Representatives, other Employees or groups of workers, and any other persons on the Project with respect and dignity. Inappropriate behaviour towards others will not be tolerated.

3.3 Employees will never knowingly place themselves, coworkers, or property at risk of injury or damage.

3.4 Employees will eliminate disruptions on the job, including strikes, slowdowns and any other action intended to limit production, and safely work towards the on-time completion of the Project.

3.5 Employees will meet their responsibilities to the employer and their fellow worker by arriving on the job ready to work, every day on time. Absenteeism and tardiness will not be tolerated.

3.5.1 Employees will adhere to the agreed designated starting and quitting times, including breaks and lunch.

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- 3.5.2 Personal cell phones will not be used during the workday with the exception of lunch and break periods (where allowed by site rules).
- 3.6 Employees will meet their responsibilities as highly skilled craft workers by respecting tools and equipment supplied by the employer.
- 3.7 Employees will use and promote training and certification systems to co-workers and union membership so they may continue on the road to lifelong learning.
- 3.8 Employees will meet their responsibility to be fit for duty, and ensuring that compliance with the Drug and Alcohol Policy is met.
- 3.9 Employees will be highly productive and keep inactive time to a minimum.

ARTICLE No. 4.00 – CONTRACTOR RESPONSIBILITIES UNDER THE CODE OF CONDUCT

- 4.1 Employers will provide a SAFE WORKPLACE!
 - 4.1.1 Proper safety training, equipment and methods will be utilized. Unsafe working conditions will be eliminated.
- 4.2 Employers, within their power, will endeavour to enable Worker's by providing an adequate supply of equipment, material and tools.
- 4.3 Employers will ensure that work is properly planned and laid out.
- 4.4 Employers will select quality Supervision and mandate that these Supervisors act in the best interests of the Project at all times.
- 4.5 Employers will meet their duty to correct substandard work performance or personal behaviour by their Employees. Avoiding this duty by terminating Employees using layoff will not be accepted.
- 4.6 Employers will take responsibility for management failures including those of Superintendents, General Forepersons and Forepersons.
- 4.7 Employers are responsible to ensure efficient use of their workforces and that over hiring does not occur.
- 4.8 Employers will maintain a positive working relationship with Union officials, and Job Stewards.
- 4.9 Employers will ensure that the Unions are informed and consulted when Employees are failing to meet their obligations under the Code of Conduct.
- 4.10 Employers will ensure that their Subcontractors adhere to the Code, and to the Special Project Needs Agreement.
- 4.11 Employers will support the obligation to train, mentor, and set work and safety standards for apprentices, new members, and new contractor personnel to ensure they become the best in

Canada.

Article No. 5.00 – VERIFICATION OF BREACHES OF THE CODE OF CONDUCT

Breaches of the Code may be reported, in writing, If a complaint is raised it will be supported with documentation supplied to the Union by any two of the following: Labour Relations Manager, the Contractor, Job Steward, Union Member(s), Foreperson and/or General Foreperson.

- 5.1 Breaches of the Code may be substantiated where corrective action has been upheld.
- 5.2 When making, or lodging a complaint against a Union member or Contractor, details concerning the actual breach, offence(s) or misconduct must be clearly stipulated.
- 5.3 When a report is found to have substance, every attempt will be made to work with the member to correct and solve problems with mentoring, training or counselling. Workers are encouraged to be honest in their capabilities or ask for training or assistance in elevating their skills or behaviours.
- 5.4 When Employers are determined to be in breach of the Code, the Employer's Contracts Department will be notified by the Representative. The Contracts Department will, in concert with Senior Project Management and the Employer, determine corrective actions.

Article No. 6.00 – RESPONSIBILITIES OF THE UNIONS

- 6.1 Meetings will be established between the Business Manager, or their representative to discuss and resolve issues related to the compliance of the Code of Conduct. If applicable, Employer management will be invited to attend and participate in the process.
- 6.2 A progressive method of correction will be used with members that repeatedly breach the Code of Conduct.
 - 6.2.1 After a repeated and verified breach of the Code, the member will appear in front of the Union Executive Board of their Union and explain their behaviour.
 - 6.2.2 After any subsequent verified breach of the Code, the Union Business Manager will use all available means to discipline the member and may file charges. The Union Executive Board will hear the charges and the member will be disciplined accordingly if charges are sustained. Discipline may be up to and including (but not limited to) payment of fines, or suspension of dispatch.
 - 6.2.3 After a third or any further verified breach of the Code, the Union Business Manager, the Executive Board will use all available means to discipline the member up to and including (but not limited to) fines, suspension or expulsion.
 - 6.2.4 It is acknowledged that this process must conform to the Constitution of the applicable International Union, and be in accordance with the Rules of Natural Justice.

Article 7.00 – MAINTENANCE OF RIGHTS AND PROCESSES CONTAINED IN THE COLLECTIVE AGREEMENT

- 7.1 This Code of Conduct shall not interfere with the Worker's or the Employer's Rights, and the grievance processes, as set out in the Collective Agreement.

Article 8.00 - DURATION

8.1 This Code of Conduct will be in effect for the duration of the Project.

Article 9.00 – The Support of the Owner

9.1 The Owner strongly supports this Code of Conduct.

LETTER OF ADHERENCE

BY AND BETWEEN

(the "Employer")

AND

Unions Signatory to the George Massey Crossing – Corridor Improvements SPNA

(the "Union")

(collectively the "Parties")

Re: Special Project Needs Agreement for the Massey Crossing – Corridor Improvements

The Parties have agreed to enter into this Letter of Adherence ("LOA") to govern work which is to be performed by the Employer under the Special Project Needs Agreement for the George Massey Crossing – Corridor Improvements (the "SPNA").

A. Right to Tender

A copy of this LOA shall be executed by any employer prior to performing work covered by the Scope of the SPNA.

B. Terms and Conditions

1. The terms of the SPNA shall govern all Work performed pursuant to this LOA.
2. The Employer shall be entitled to access the services of CLR in the same manner as any CLR member with respect to Work performed under this LOA.

C. Signature of Employer

Dated this ____ day of _____, 202_.

Signed on behalf of:

Employer