

COLLECTIVE AGREEMENT

Between

Muskrat Falls Employers' Association Inc.

and

**Resource Development Trades Council
of Newfoundland and Labrador**

for the Construction of

The Lower Churchill Hydroelectric Generation Project

At Muskrat Falls on the Lower Churchill River

Newfoundland and Labrador

TABLE OF CONTENTS

Article		Page
1.	The Common Purpose	1
2.	Parties.....	1
3.	Definitions	3
4.	Scope and Recognition	4
5.	Management Rights	6
6.	Union Security.....	7
7.	Hiring Provisions	8
8.	Access and Deliveries to Site	12
9.	Security and Site Regulations	12
10.	Health and Safety.....	13
11.	Human Rights	14
12.	Diversity and Gender Equity on the Project	14
13.	Strikes, Lockouts and Slowdowns	15
14.	Labour Relations Management Program and Dispute Resolution that Distinguishes Project.....	16
15.	Grievance and Arbitration.....	17
16.	Shop Stewards.....	19
17.	Pre-Job Conference	20
18.	Work Teams.....	23
19.	Regular Work Schedules, Extended Work Schedules, and Overtime Provisions to Address Unique Project Needs	25
20.	Shifts.....	29

21.	Reporting Time.....	30
22.	Call Outs	30
23.	Vacation and Recognized Holidays	31
24.	Camp Accommodations	31
25.	Travel and Board.....	32
26.	Wages and Benefits	35
27.	Lower Churchill Project Premium	36
28.	Resource Development Council Industry Fund.....	36
29.	Canadian Building Trades Fund	36
30.	Termination of Employment.....	36
31.	Tools	37
32.	Welding Testing	38
33.	Lunch Room and Sanitary Facilities	38
34.	Apprenticeship and Training.....	39
35.	Leave of Absence	39
36.	Commissioning.....	40
37.	Saving.....	40
38.	Duration	40
	Letters of Understanding	42
	Schedule A – Site Plan.....	46
	Schedule B – Jurisdictional Umpire – Terms of Reference	47
	Schedule C – List of Arbitrators	52
	Schedule D – Trade Appendices	53

Article 1 The Common Purpose is to Create a Project Culture and a Collective Agreement that Differentiates the Project

1.01 The purpose of this Special Project Collective Agreement (“Agreement”) is to establish certain terms and conditions of employment for workers employed by Contractors for the construction of the Lower Churchill Hydroelectric Generation Project (“Project”). The Parties jointly recognize that this is Newfoundland and Labrador’s Project and is of immense importance to the Provincial Energy Plan in bringing clean, renewable energy to Atlantic Canada, under the following common vision.

“Our vision is to build a strong economic future for successive generations of Newfoundlanders and Labradorians.”

1.02 The Parties agree to work collaboratively, to support positive labour relations and ensure that issues are dealt with in a timely manner. This Agreement will facilitate the Parties’ relentless commitment to safety, a respectful work environment, positive labour relations and high productivity.

1.03 This Agreement will facilitate the participation of qualified Labrador Innu, residents of Newfoundland and Labrador, women and members of other disadvantaged groups.

1.04 This Agreement and its constituent Trade Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement shall constitute a Collective Agreement for the purposes of a Special Project Order to be declared under Section 70 of the Labour Relations Act when executed by the Parties and shall be administered as such. The terms of this Agreement, including all Trade Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement shall take precedence over any existing or future union contracts or agreements entered into by any union. In the event that a conflict exists between Article 1 to Article 38 of this Agreement and the Trade Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement (“Supplementary Attachments”) to this Agreement, the applicable Article in the Agreement shall prevail.

Article 2 Parties

2.01 The Parties to this Agreement shall be those listed in Articles 2.01(a), 2.01(b) and those Unions listed in Article 2.01(b) (i) to (xvii) that negotiate a Trade Appendix as per Article 2.01(2) below.

- a) Muskrat Falls Employers’ Association Inc.
- b) Resource Development Trades Council of Newfoundland and Labrador on behalf of the following signatory departments and unions:
 - i) The Canadian Office of the Building and Construction Trades Department, AFL-CIO
 - ii) United Brotherhood of Carpenters and Joiners of America and Carpenters Local Union 579

- iii) International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and Local Union 764
 - iv) Labourers' International Union of North America and the Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208
 - v) International Union of Operating Engineers and Local Union 904
 - vi) The International Brotherhood of Teamsters and Local Union 855
 - vii) Hotel Employees and Restaurant Employees International Union and Local Union 779
 - viii) International Association of Heat and Frost Insulators and Allied Workers, Local Union 137
 - ix) International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers and Local Union 203
 - x) International Union of Bricklayers and Allied Craftworkers and Local Union 1
 - xi) Brotherhood of Carpenters and Joiners of America and Millwrights Local Union 1009
 - xii) International Union of Painters and Allied Trades and Local Union 1984
 - xiii) United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada, and Local Union 740
 - xiv) Sheet Metal Workers' International Association and Local Union 512
 - xv) International Brotherhood of Electrical Workers and Local Union 2330
 - xvi) International Brotherhood of Electrical Workers and Local Union 1620
 - xvii) International Union of Elevator Constructors and Local Union 125 A
- c) Any Union listed in Article 2.01(b) may become a signatory to this Agreement subject to negotiating a Trade Appendix. The financial parameters of such Trade Appendix shall not be the subject of negotiations as all financial terms and conditions will be contained in the main body of the Agreement, with the exception of premiums that are Trade-specific.

Article 3 Definitions

3.01 The following definitions apply to this Agreement:

- a) "Association" means the Muskrat Falls Employers' Association Inc. representing Contractors performing Special Project work at the Site.
- b) "Benefits Strategy" means Lower Churchill Construction Project Benefits Strategy as established or may be amended from time to time by the Government of Newfoundland and Labrador.
- c) "Commissioning" includes work required to calibrate and test equipment, processes, systems and/or facilities prior to turning a piece of equipment or a portion of the plant over to the operations team responsible for start-up and operating the plant.
- d) "Contractor" or "Employer" means any Contractor engaged by the Owner or any subcontractor engaged by the Owner or the EPCM on behalf of the Owner, or any subcontractor engaged by a Contractor, to carry out Special Project work at the Site, but does not include the Owner or the Owner's agent or EPCM carrying out engineering, purchasing and construction management work.
- e) "Council of Unions" means the Resource Development Trades Council of Newfoundland and Labrador comprised of trade unions as listed in Article 2 of this Agreement.
- f) "EPCM" means the Owner's Engineering Procurement Construction Management Company(s) as may be designated from time to time.
- g) "Labrador Resident" means a Canadian or landed immigrant who has, as of [date] or earlier, his/her principal residence in Labrador. Factors and/or current documents to be examined when determining who is a resident may include property tax assessment, lease agreement, driver's licence, vehicle registration, income tax returns, voter's list registration or MCP number.
- h) "Lower Churchill Project" or "Project" means Special Project work performed for Contractors by employees represented by the Council of Unions at the Site for the purpose of constructing hydroelectric generating installations and related facilities for the Project in the Province of Newfoundland and Labrador.
- i) "Owner" means Nalcor Energy or any successor or nominee entity.
- j) "Party" or "Parties" means the Party or Parties to this Agreement, namely the Association and the Council of Unions.
- k) "Principal Residence" means the place where the worker maintains a self-contained domestic establishment where he/she ordinarily resides; that is, a dwelling, house or similar place of residence where a person generally eats and sleeps.

- l) "Provincial Resident" means a Canadian or landed immigrant who has, as of [date] or earlier, his/her Principal Residence in Newfoundland or Labrador. Factors and/or current documents to be examined when determining who is a resident may include property tax assessment, lease agreement, driver's licence, vehicle registration, income tax returns, voter's list registration or MCP number.
- m) "Site" means the geographical description and/or scope of work described on Schedule "A".
- n) "Special Project Work" means special project work as defined by the *Labour Relations Act* of Newfoundland and Labrador as amended from time to time.
- o) "TFW" means temporary foreign workers, being workers or prospective workers who are not citizens or permanent residents of Canada.
- p) "Work" means construction work as defined under the *Labour Relations Act* of Newfoundland and Labrador for the Lower Churchill Hydroelectric Generation Project carried out for contractors at the site by workers represented by the Union.
- q) "Work Schedule" means the repetitive cycle of scheduled work days and of scheduled days of rest to which a worker may be assigned by the Contractor.

Article 4 Scope and Recognition

- 4.01 The Association hereby recognizes the Council of Unions as the sole and exclusive bargaining agent for the Union employees of the Contractors as described in the classifications set out in the Trade Appendices attached hereto as [Schedule "D"] engaged in construction work at the Site. The Council of Unions shall represent its member Unions and all employees within the scope of this Agreement in all matters relative to this Agreement.
- 4.02 The Council of Unions hereby recognizes the Association as the sole and exclusive bargaining agent for all Contractors engaged in the construction of the Lower Churchill Project at the Site. All Contractors engaged in construction of the Lower Churchill Project at the Site and having employees working within the scope of this Agreement shall be required, as a condition of contract award, to become members of the Association and to observe the terms and conditions of this Agreement.
- 4.03 This Agreement is limited to the Site, designated offsite quarries and transport of these aggregate and till materials between designated quarries and the Site. Commitments under this Agreement do not in any way create bargaining rights or obligations for Contractor employees not on the Site, nor shall such commitments be the basis of support for creation of rights or obligations off the Site.

4.04 This Agreement does not apply to:

- a) Construction Trades Supervisors above the rank of General Foreperson, those employees excluded under the *Labour Relations Act* of Newfoundland and Labrador, EPCM administrative staff, office staff employed in a confidential capacity relating to labour relations, engineering, technical and drafting personnel, lab technicians, and quality control and visual inspectors excepting those normally employed by the Quality Control Council of Canada as is set out in the appendices attached hereto of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers and Local Union 203 and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada Local Union 740.
- b) This Agreement does not apply to any scope of work which falls under a different special project order issued pursuant to Section 70 of the *Labour Relations Act*.

4.05 It is understood and agreed by the Parties hereto that no bargaining relationship is created or will be created at any time during the term of this Agreement or any extension of the term of this Agreement between the Owner, or the Owner's Engineering Procurement Construction Management ("EPCM"), or their subsidiaries and affiliates and their successors (unless such subsidiaries, affiliates or successors of the EPCM directly hire members of the Council of Unions to work on the Site in which case this Agreement shall apply) and a local union, the Council of Unions, or any affiliate of the Council of Unions, by voluntary recognition or by action of law pursuant to the *Labour Relations Act* of the Province of Newfoundland and Labrador or by any other means. Accordingly this Agreement does not apply to the Owner or EPCM, their subsidiaries, affiliates and their successors or to the employees of any of the aforementioned. Accordingly, an arbitrator shall have no authority or jurisdiction to make any order or award any remedy against the Owner or the EPCM, their successors, affiliate and their successors or to any employees of the aforementioned, save and except where those employees have been hired directly by the EPCM as is provided for above.

4.06 The Association shall designate, in writing, one or more Site representatives with full authority to administer the terms of this Agreement. The Council of Unions agrees to recognize said representatives and their authority to carry out those duties. There shall be at least one Association Site Representative as an ex-officio member of all joint committees. Should the Association change any of its designated Site representatives, it shall inform the Council of Unions of such change in writing.

4.07 The Council of Unions shall designate one or more Site representatives, in writing, with full authority to administer the terms of this Agreement. The Association agrees to recognize said representatives and their authority to carry out their duties. There shall be at least one Council of Unions Site Representative as an ex officio member of all joint committees. Should the Council of Unions change any of its designated Site representatives, it shall inform the Association of such change in writing. The Council of Unions shall be provided an appropriate office at the Site to be shared by the Council of Unions' Site Representative(s).

- 4.08 The Association, the Contractor(s), the Council of Unions, the Union(s) and employee(s) shall not seek to agree, or agree on any matter, within the scope of this Agreement or as to the interpretation of this Agreement or application of this Agreement except as provided in this Article. Only the Association and the Council of Unions may, by written agreement signed by the duly authorized representative of each Party, amend the terms of this Agreement or enter into any agreement as to the interpretation or application of this Agreement. This Article does not extend to the exercise of practical labour relations between the Contractor(s) and the Council of Unions on a day-to-day basis provided that the exercise of practical labour relations does not contravene this Article or Agreement.
- 4.09 The Unions who are members of the Council of Unions jointly and severally agree with the Association and with each other to maintain the Council of Unions and they hereby delegate to the Council of Unions their rights as bargaining agents for all members of their respective Unions who come within the scope of this Agreement, and they agree during the term thereof, not to seek to bargain individually with the Association or any Contractor and to be governed exclusively by the terms of this Agreement and by all lawful settlements of disputes, grievances and differences made pursuant to the terms of this Agreement.

Article 5 Management Rights

- 5.01 The Contractors retain full and exclusive authority for the management of their business and to exercise such rights, subject to the provisions of this Agreement. In addition to the rights of the Contractors set forth in this Agreement, the Contractors shall retain all rights of management.
- 5.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Contractors:
- a) to determine qualifications, skills, abilities and competency of employees;
 - 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.

5.03 This Article is subject to the grievance and arbitration process as per Article 15.01 of this Agreement.

Article 6 Union Security

6.01 The Contractor shall not discriminate against any employee by reason of membership in a Union;

- a) Every worker who is a member or becomes a member of a Union shall maintain his/her membership in a Union as a condition of employment;
- b) Every new worker, including, but not limited to, Labrador Innu, residents of Labrador, residents of the Province and TFWs, shall be given the option to make application to become a member in a Union; however, they are required to pay union dues and assessments as a condition of employment;
- c) The deductions for union dues, field dues, initiation fees, permit fees and/or all other assessments shall be authorized by any worker covered by this Agreement. Any worker who refuses or neglects to sign the appropriate forms or who revokes the authorization or who resigns membership in the Union will be deemed to have forfeited his/her right for employment on the Project and will be deemed to have voluntarily resigned; and
- d) A person shall be deemed to be in good standing with the Union for the purposes of compliance with Article 6.01(c) above if he/she has paid the one time permit fee. The person shall authorize deduction of union dues and assessments notwithstanding the fact that that person has not joined the Union.

6.02 The Contractor agrees to deduct monthly union dues from all employees covered by this Agreement as a condition of employment. Union dues as defined herein shall include field dues or permit fees if applicable. When remitting union dues, the Contractor shall provide the names, SIN and classification of the employees from whose pay such deductions have been made.

6.03 The Contractor further agrees to deduct from all employees such union dues, assessments and/or all initiation fees as evidenced by a signed authorization from employees and to forward such monies to the appropriate Unions as provided for in Article 6.04.

6.04 The Contractor shall deduct, as notified by the Union, such union dues or back dues from the employee's first paycheque of each month and/or if applicable, from the employee's final paycheque upon termination and forward such monies on or before the fifteenth (15th) day of the following month to the appropriate Union.

6.05 Initiation fees or permit fees will be deducted from an employee's pay in equal amounts over a period of three (3) pay periods, or such longer time as directed by the Union. Initiation fees, union dues, assessments, permit fees and other fees or costs related to

the Union must be reasonable and will be no more than the average charged by other affiliated unions in other areas of Canada.

- 6.06 Qualified Newfoundlanders and Labradorians or other qualified persons have the option to make application for membership to the appropriate Union that such person has the necessary qualifications to join. Access to Union membership for such non-union members will be enabled through the ongoing and expeditious review of membership, which shall occur at least monthly.
- 6.07 International representatives, Union managers or agents, designated in writing by the Council of Unions, may have access to Site, subject to Site policies, procedures, standards or regulations applicable to the Site. Prior arrangements for access to Site will be made with the Council of Unions Site Representative through the Association Site Representative, and in no case shall such visit interfere with the progress of work. The Association shall be given reasonable notice of a Site visit.

Article 7 Hiring Provisions

- 7.01 The Parties agree that creating a sustainable and flexible workforce will benefit the Council of Unions and ensure there is a significant workforce in Newfoundland and Labrador with the ability to obtain workers from Atlantic Canada and other parts of Canada to support Project construction
- 7.02 a) The Parties agree to ensure compliance with the Gender Equity and Diversity obligations regarding hiring of females and persons from underrepresented groups as specified by the Benefits Strategy or any employment equity plan that may be applicable to the hiring of qualified Labrador Innu, to be hired or referred in the following order of priority:
- i) Qualified Labrador Innu;
 - ii) Qualified residents of Labrador; and
 - iii) Qualified residents of Newfoundland.
- 7.03 In order to meet the obligations applicable to the hiring of qualified Labrador Innu and obligations contained within the Benefits Strategy, the Parties agree that all Project partners, including the Association, its Contractor members, the Council of Unions and its Union members will work proactively and progressively to advance the participation and integration in the areas of employment, training and apprenticeship for all employees/groups under Article 7.02 above.
- 7.04 After employment priority is given with the obligations contained in Articles 7.02 and 7.03, the Parties are committed to work cooperatively to identify, recruit, refer and hire workers in the following order of priority:
- a) Qualified Canadian workers who are members of affiliated Unions;
 - b) Qualified Canadian workers;

- c) Qualified legal residents of the United States of America, who are members of Unions affiliated with the Council of Unions and who are authorized to enter and work in Canada; and
- d) Other qualified non-Canadian workers who are authorized to enter and work in Canada.

7.05 The Parties agree that should Temporary Foreign Workers be required for employment on the Project, the following will apply:

- a) Temporary Foreign Workers employed by Contractor(s) on Site shall be permitted mobility from one Contractor on Site to another Contractor on Site should another Contractor on Site require the services of such Temporary Foreign Worker, provided there are no qualified Newfoundland and Labradorian workers or qualified Canadian workers available at the time of hire or transfer.
- b) Temporary Foreign Workers, if required, will be initially accessed from affiliate American unions, and if such unions cannot supply Temporary Foreign Workers in a reasonable timeframe, such Temporary Foreign Workers may then be accessed from other sources.
- c) Temporary Foreign Workers will be subject to the same financial package and other terms and conditions of this Agreement as Newfoundland and Labrador workers, with the exception of, if necessary, adjustment to the financial allocation of benefits, provided there is no change to the gross hourly package. Such adjustments shall be agreed upon with the applicable Local Union, and such Local Union will not unreasonably withhold their consent.

7.06 The Council of Unions and member Unions will fully cooperate in the Temporary Foreign Worker application process, including the execution of any documents that are reasonably necessary to support an application for utilization of Temporary Foreign Workers to Human Resources and Skills Development Canada or any other regulatory agency. All costs associated with Temporary Foreign Worker applications will be paid by the Association and/or Contractor(s).

7.07 The Parties agree to adhere to the following hiring procedure:

- a) Each Contractor may name hire or select all forepersons and general forepersons from the Union's out-of-work list;
- b) All workers name hired, selected or referred shall be from the appropriate Union's out-of-work list; for those Innu referenced in Article 7.02 there is no requirement for them to be on the out-of-work list;
- c) The first worker shall be appointed by the Union who may be appointed as the Shop Steward, with the next five (5) workers being name hired or selected by the Contractor from the Union's out-of-work list and the next five (5) workers being referred by the Union;

- d) All remaining hires shall be dispatched on a fifty/fifty (50/50) basis with the Contractor selecting the first worker and the Union referring the next and so on thereafter. The Shop Steward(s) will be appointed from the Union's referrals;
 - e)
 - i) All hiring will be done through the Union office, and no one will be employed unless they are in possession of a referral slip from the Union office, which must be presented and approved by a Council of Unions Site Representative and/or Shop Steward prior to commencing work unless provided otherwise in this Agreement.
 - ii) In the event that a prospective worker is given a dispatch slip and has completed the reasonable requirements for hire, they shall report to work as soon as practicable. In the event the Contractor is not ready to engage the prospective worker within fourteen (14) days of the dispatch, the worker may return the dispatch slip and become available to other Contractors.
- 7.08 a) The Parties agree that highly qualified supervision is fundamental to the success of the Project, therefore the following will apply:
- i) Foreperson and general foreperson will be selected or name hired after having received pre-employment multi-faceted training, including but not limited to safety, cultural sensitivity, respectful workplace, labour relations dispute resolution pursuant to the Agreement and productivity;
 - ii) Foreperson and general foreperson may also be selected or name hired from a group that have not received training described in Article 7.08 a) i) in which case such foreperson or general foreperson shall receive the training set out in paragraph 7.08 a) i) above within a reasonable period of time after being hired;
 - iii) The Contractor may promote a journeyman to the position of foreperson or general foreperson. Within a reasonable time after the appointment, such foreperson or general foreperson shall receive the training set out in Article 7.08 a) i) above;
 - iv) The designation and determination of the number of forepersons and general forepersons is the responsibility of the Contractor. The average ratio of workers to forepersons shall be 10:1 and the average ratio of forepersons and working forepersons to general forepersons shall be 3:1 (with the general forepersons having an average of one (1) working foreperson per general foreperson). The foreperson may be a working foreperson and use the tools of the trade as determined by the Contractor provided the ratio of working forepersons to workers on a crew does not exceed three (3) workers to one working foreperson unless the Trade Appendices provides a higher ratio; and
 - v) The selection of forepersons and general forepersons must be in alignment with the Benefits Strategy and Gender Equity and Diversity objectives established in consultation with the Province and Article 7.02 a).

- b) The Parties agree that it is fundamental to the success of the Project to have highly qualified trained employees, and accordingly agree to the following:
 - i) Workers will be selected or name hired by the Contractor and/or referred by the Union from a group of workers that have received pre-employment multifaceted orientation and training, including Site and collective agreement orientation, safety, environment, cultural and gender sensitivity, respectful workplace and productivity, as is set out above in 7.08 a), so that such employees have the skills and tools to succeed; and
 - ii) In the event that no qualified workers described in 7.08 b) i) are available, workers may be selected or name hired from a group that have not received the pre-employment orientation and training. In which case, such workers shall receive the orientation and training prior to commencing work on the Site.
 - c) The Parties will collaborate to identify and access available funding for the purposes of developing and delivering pre-employment training as contemplated by 7.08 a) i) and 7.08 b) i). In the event that funding is not available to cover the full cost, any financial shortfall will be the responsibility of the Association and/or Contractor. The Council of Unions members may contribute resources to assist in these important training initiatives and will be reimbursed on a cost basis.
- 7.09 If the Union is unable to supply the workers required within seventy-two (72) hours or such other time as may be initially agreed by the Association and the Council of Unions, from the date requested, exclusive of Saturdays, Sundays and holidays, the Contractor may hire from other sources. Each worker hired from other sources will be governed by the terms and conditions of this Agreement and shall be represented by the Union and pay initiation fees, dues and other assessments upon and after hiring as per Article 6.
- 7.10 The Council of Unions recognizes the Contractor's right to evaluate all persons to determine their level of competency, qualifications and physical and medical fitness to perform the required work.
- 7.11 Once employed on the Site, an employee, subject to Contractor's approval, shall be permitted mobility from contract job to another contract job within the Site as long as they continue on the payroll of the same Contractor without interruption of earnings at or about the time of change
- 7.12 Once an employee working on the Site resigns his/her employment with a Contractor, such employee will not be permitted to work on the Site for sixty (60) days from the date such employee ceased to be employed, unless the sixty (60) days is waived by the Association in consultation with the Council of Unions.
- 7.13 In the event that an employee is terminated or suspended for cause, such employee will not be name hired, selected or referred to the Site, except by agreement of the Parties or in the event the termination is set aside and a lesser penalty is imposed or the suspension has been served. After any suspension imposed or upheld is served, such employee may be name hired, selected or referred to the Site.

Article 8 Access & Deliveries to Site

8.01 Except as otherwise provided herein, vehicles transporting or delivering equipment, materials, modules, goods and supplies to and from the Site, which are not operated by members of the Council of Unions, shall be permitted to make one drop or pick up on the Site.

Any module, or materials transported to the Site requiring specialized delivery equipment (i.e Mammoet heavy hauler) may be delivered from its point of disembarkation to its point of installation by personnel who are not members of the Council of Unions.

Batch plants, rock crushers and quarry operations on Site or at Designated Quarries shall be covered by the terms of this Agreement. If concrete is required prior to this, deliveries will be made to the points of installation by personnel who may not be members of the Council of Unions. If the capacity of the batch plant(s) operation on Site cannot supply the required concrete in a timely fashion, or in the case of breakdown of the plant(s), or other circumstances outside the control of the Contractor, concrete deliveries may be made to points of installation on an as needed basis only, by personnel who may not be members of the Council of Unions.

All truck transportation of aggregate, till, materials and spoil, for the Site or between the Site and Designated Quarries is under the terms of the Agreement.

8.02 There shall be a fuel depot established on Site as soon as is practicable. Once the fuel depot is established, fueling will be done from a fuel truck operated under the terms of this Agreement. However, during the early works and prior to the installation of a fuel depot, transporting of fuel and fuelling of vehicles and equipment on Site may be done by employees of a fuel supplier, but such employees shall become members of the Council of Unions and receive the wages and terms of employment in this Agreement.

8.03 In order to maintain the validity of a factory warranty, and where it is not practicable to have bargaining unit employees perform the work on any equipment on Site, then the work may be performed by qualified person(s) who are not members of the Council of Unions including vendor representatives where a second or more worker(s) is required they shall be from the bargaining unit.

8.04 Repair work on any equipment on Site where bargaining unit employees do not have the skill, expertise or equipment to perform such work efficiently, the Contractor, in consultation with the Union, may have the repair work performed by persons who are not members of the Council of Unions, with the assistance of the bargaining unit members, if required.

Article 9 Security and Site Regulations

9.01 Subject to the provisions of this Agreement, the Association and Contractor(s) may initiate appropriate measures including the establishment of rules, policies, procedures, standards and regulations to safeguard the Site or a portion of the Site or the area of the

Site controlled by the Contractor(s), and to govern the behaviour and conduct of all persons therein.

- 9.02 The Council of Unions hereby agrees that their members employed on the Project shall observe security procedures, rules, standards and regulations instituted including, but not limited to, identification of personal identity, the recording of the time of any persons entering or leaving the Site, and the search of any vehicles, packages and/or personal baggage, including lunch boxes, entering or leaving the Site.
- 9.03 This Article is subject to the grievance and arbitration process as per Article 15.01 of this Agreement.

Article 10 Health and Safety

- 10.01 The Parties acknowledge that health and safety is a shared responsibility for every person participating in the Lower Churchill Project. Both Parties acknowledge that a safety first culture and a healthy work environment will be the foundation of a successful Lower Churchill Project.
- 10.02 All work shall be performed and equipment operated in accordance with the *Occupational Health and Safety Act* and in compliance with Site regulations, rules, policies, standards or procedures. The Parties recognize that it is the responsibility of everyone to cooperate in the reduction of risk and exposure with the objective of eliminating accidents, health and safety hazards and advocating observance of all safety rules, standards, procedures, regulations and policies.
- 10.03 Both the Association and the Council of Unions recognize the mutual value of improving, by all proper and reasonable means, the health and safety of the employees and will cooperate to promote health and safety.
- 10.04 The Contractor(s) agrees to provide to each employee, upon commencement of his/her employment, the following specific articles for use by the employee during the course of his/her employment at the Site:
- a) one (1) safety hat colour coded for identification together with a winter liner;
 - b) one (1) pair of non-prescription safety glasses;
 - c) one (1) safety vest;
 - d) appropriate work gloves;
 - e) rain gear (jacket and pants) and protective clothing (including rubber boots) when the nature of the job requires such clothing; and
 - f) Such equipment shall be of reasonable quality, fit and size for the worker.

- 10.05 Where the Contractor determines that the nature of the work or working conditions so require, employees shall be supplied, at the Contractor's expense, all necessary safety equipment and/or devices to enable the employee to safely perform his/her duties.
- 10.06 All such equipment or articles provided under Article 10.04 and 10.05 hereof shall remain the property of the Contractor. It shall be the responsibility of the employee to care for the articles and equipment provided. Should the articles or equipment be rendered unsafe for use due to normal wear and tear during employment, the Contractor shall replace the articles by exchange upon return by the employee. The employee shall be responsible to return such equipment or articles in good working order (subject to reasonable wear and tear) at the end of an employee's employment. Failure to return equipment or articles shall result in the cost thereof being charged to the employee, which the Contractor may deduct from the employee's wages.
- 10.07 All personal protective equipment as is described in this Article, whether employee or Contractor supplied, shall be Canadian Standards Association approved.
- 10.08 The Employee shall be responsible to provide his/her prescription eyeglasses and personal safety footwear required for normal working conditions. If the employee requires prescription lenses and does not possess approved prescription safety lenses, he/she shall be entitled to receive reimbursement for the personal provision of safety prescription lenses, up to a maximum cost of two hundred and fifty dollars (\$250.00) (subject to verification of receipt to the worker) for the life of the Agreement.
- 10.09 A Joint Health and Safety Committee shall be established at the Site in accordance with the *Occupational Health and Safety Act* and its Regulations. The frequency of meetings will be determined by the Committee itself, but no fewer than the number required by the *Occupational Health and Safety Act*. All employees on Committee shall receive, without loss of earnings, all training necessary to carry out their duties.
- 10.10 Medical aid shall be provided at no cost to employees for occupational injuries and diseases in accordance with the *Workplace Health, Safety and Compensation Act* of the Province of Newfoundland and Labrador.

Article 11 Human Rights

- 11.01 The Parties agree to comply with the Newfoundland and Labrador *Human Rights Act*.

Article 12 Diversity and Gender Equity on the Project

- 12.01 The Association, its Contractor members, the Council of Unions and its Union members will promote and support Gender Equity Programs and Diversity Programs established in accordance with the Benefits Strategy. The Parties to this Agreement recognize and support the principles of diversity and employment and gender equity in the workplace and will work cooperatively to create a respectful and inclusive work culture.

12.02 The Association, its Contractor members, the Council of Unions and its Union members will support the Lower Churchill Project Gender Equity and Diversity Program and the participation goals for women and underrepresented groups established in consultation with the Province.

Article 13 Strikes, Lockouts and Slowdowns

13.01 The Association, its Contractors, the Council of Unions and its Union members agree that maintaining positive work environment based on trust, respect and accountability is essential to Project success and there should be no strikes, lockouts, or slowdowns, and accordingly, the Parties agree to the following:

- a) During the life of this Agreement there shall be no lockout by the Association or Contractors and there shall be no strike on the part of the Council of Unions, the Unions or any employee employed at the Lower Churchill Project. Strikes and lockouts shall have that meaning defined in the Newfoundland and Labrador *Labour Relations Act*.
- b) No Union or worker shall refuse to handle or install any material, equipment or components or to honour hot cargo edicts or otherwise during the life of this Agreement.
- c) After the Association and/or Contractor has completed an investigation, consulted with the Council of Unions as to the outcome of the investigation and determines that employee(s) have instigated a violation of Article 13.01 a) or 13.01 b), or employee(s) have taken a leadership role in causing a violation of Article 13.01 a) or 13.01 b) to continue, such employee(s) shall be terminated and shall not be referred by the Council of Unions or any of its Union members to the Site. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 13.01 a) or 13.01 b) has occurred and that the grievor was an instigator or had a leadership role in causing the violation of Article 13.01 a) or 13.01 b), the arbitrator shall have no jurisdiction to substitute a lesser penalty.
- d) After the Association and/or Contractor has completed an investigation, consulted with the Council of Unions as to the outcome of the investigation and determines that employee(s) have violated Article 13.01 a) or 13.01 b), such employee(s) may be terminated and, if terminated, shall not be referred by the Council of Unions or its members to the Site without the consent of the Association or for a period of 180 calendar days. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 13.01 a) or 13.01 b) has occurred, the arbitrator shall only have jurisdiction to substitute a lesser penalty if there are exceptional mitigating circumstances. In the event that an employee commits a second violation of Article 13.01 a) or 13.01 b), such employee shall be terminated and shall not be referred to by the Council of Unions or its members to the Site. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 13.01

a) or 13.01 b) has occurred, the arbitrator shall have no jurisdiction to substitute a lesser penalty.

13.02 Nothing herein shall be interpreted or construed to permit or restrict access to the grievance and arbitration provisions or to limit the remedies available to the Association and/or Contractor or Council of Unions in the event of a violation of Article 13.01 a) or 13.01 b).

Article 14 Labour Relations Management Program and Dispute Resolution that Distinguishes Project

14.01 The Association, its Contractors, the Council of Unions and its Union members agree to the following:

- a) Provide strong leadership in both the Association and Council of Unions in dealing with all workplace issues and disputes;
- b) Commit to dealing with work related issues or disputes on the Site in a timely and collaborative manner with minimal impact to the working environment;
- c) Administer the grievance and arbitration process in a way that adheres to the above principles and ensures such grievances and arbitrations are dealt with in a timely and collaborative manner with minimal impact; and
- d) Achieve consistency across the Site to the standards and obligations found within the Collective Agreement.

14.02 Both the Association and Council of Unions agree to form a Liaison Committee to work collectively to achieve the following:

- a) Promote and maintain a safety first and healthy work environment;
- b) Adhere to Article 14.01 above;
- c) Promote and maintain open and respectful communication in regard to all matters pertaining to the Project or the Agreement;
- d) Maximize productivity to ensure completion on, or ahead of schedule;
- e) Foster and maintain proactive and positive labour relations;
- f) Speedy resolution of disputes or issues arising under the Agreement; and
- g) Address matters of mutual interest pertaining to the Project and/or this Agreement.

- 14.03 The Liaison Committee shall maintain a maximum of seven (7) and a minimum of five (5) representatives of the Association and a maximum of seven (7) and a minimum of five (5) representatives of the Council of Unions. At any meeting of the Liaison Committee, each of the Association and the Council of Unions shall be entitled to cumulative representation equal to the number of representatives present from the other Party. Each Party shall notify the other in writing of its designated representatives on the Liaison Committee
- 14.04 A meeting of the full Liaison Committee shall occur once every three (3) months, or more often if necessary, on written request of a Party.
- 14.05 The Liaison Committee will create a subcommittee for more frequent meetings. The Council of Unions and Association will appoint representatives to be members of the subcommittee. A meeting of the subcommittee of the Liaison Committee shall occur monthly, or more often if necessary, on written consent of the Parties.

Article 15 Grievance and Arbitration

- 15.01 A dispute arising out of the interpretation, application or alleged violation of this Agreement, including a dispute as to whether a matter is arbitrable, but excluding disputes under Article 17 (Pre-Job Conference) or Article 18 (Work Team Composition), which shall not be subject to the herein grievance procedure, shall be adjudicated in accordance with the following procedures:
- a) An employee assisted by his/her Shop Steward, if he/she so desires, and the employee's immediate non-bargaining unit supervisor shall meet to discuss and, if possible, resolve such matter. Such resolution shall not contravene the terms and conditions of the Collective Agreement; it is solely for the purpose of resolving the matter and shall not be considered precedential or binding in any other grievance dispute.
 - b) STEP 1: If the matter discussed in a) above cannot be settled by the Steward and the non-bargaining unit supervisor then the grievance shall be reduced to writing within five (5) days after the circumstances giving rise to the grievance. The supervisor shall render his/her decision, in writing, within five (5) days of his/her receiving the written grievance. The written grievance shall state the alleged violation, the date of the violation, the facts describing the alleged violation, the location of the violation, the person or entity committing the violation, the Article or Articles of the Agreement alleged to have been violated and the remedy sought.
 - c) STEP 2: Should the written decision rendered in Step 1 be unsatisfactory to the employee or should no decision be rendered, the employee, assisted by the Council of Unions Site Representative, shall submit the written grievance within a further two (2) days to the Association and the Contractor's Designated Representative on the Project.

The Association representative, the Council of Unions representative, the Contractor's representative and the employee, assisted by the Steward, shall meet within five (5) days to discuss the matter. Prior to the second step meeting, the Association and Council of Unions commit to engage in a joint fact finding exercise with a view of developing a common understanding of the facts surrounding the dispute to better position the Parties to resolve such dispute. The Contractor shall render a decision in writing within one (1) day of the second step meeting. If such a meeting is not held, the matter shall be referred to Step 3.

- d) STEP 3: Should the decision rendered at Step 2 be unsatisfactory, within two (2) days of the decision, the Contractor, the Association representative and the Council of Unions representative shall meet to discuss the matter. If no resolution can be achieved within two (2) days of such a meeting, either the Council of Unions or the Association may, within five (5) days of the meeting, refer the matter to arbitration in accordance with the procedure contained herein. If such meeting is not held, the matter may be referred by either the Council of Unions or the Association to the next step -- arbitration.
- 15.02 No employee shall be disciplined or discharged except for just cause. Any dispute arising out of the discipline or discharge of an employee shall commence at Step 3 and may be referred to arbitration in the same manner as an employee's grievance.
- 15.03 The Association or Council of Unions may file a grievance, in writing, with the other Party within five (5) days after the circumstances giving rise to the grievance have occurred or originated or within five (5) days of the Association or Council of Unions becoming aware of such circumstances. If such grievances are not resolved within two (2) days, the grievance may be treated as a grievance commencing at Step 3 and may be referred to arbitration in the same manner as an employee's grievance.
- 15.04 The appointment of an arbitrator will be made within four (4) days of a referral to arbitration under Step 3. The arbitrator shall be selected in rotation from a list of five (5) arbitrators acceptable to the Parties, which list is attached hereto as Schedule "D" and forms part of this Agreement. The list shall be reviewed and may be updated by the Parties once every year during the term of this Agreement. Should the arbitrator, who is next in rotation, be unable to act within the time requirements set out in this Article, he/she shall be passed over to the next person on the list.
- 15.05 The arbitrator shall, within thirty (30) days of his/her appointment, convene an arbitration hearing to hear the relevant evidence. The decision of the arbitrator shall be final and binding on the Parties.
- 15.06 The arbitrator shall not have any power to alter, change, add to or detract from the Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement. An arbitrator shall not dismiss any grievance on a technicality or error on the grievance form provided the grieving party has provided the particulars set out in Article 15.01 b).
- 15.07 In the interest of providing speedy resolution to grievances, arbitration hearings shall be conducted by video and/or telephone conference call unless mutually agreed otherwise, with the Association representative and the Council of Unions representative or their

designated respective legal counsel(s) acting as presenters. All rulings will be given by the arbitrator within fifteen (15) days.

- 15.08 The time limits specified in this procedure are mandatory. Failure of a Party to file a grievance within the time limited or failure of the grieving Party to advance a grievance to the next step in the time limited shall mean the matter is not grievable and shall constitute abandonment.
- 15.09 The Parties may, by mutual consent and in writing, extend the time limits of this grievance and arbitration procedure, which consent shall not be unreasonably withheld. In order to take into account applicable work schedules, reference to a number of "days" within this Article 15 shall be construed as working days.
- 15.10 The Contractor/Association, whichever is the case, and the Council of Unions involved in an arbitration shall pay the fees and expenses of the arbitrator in accordance with the following:
- a) In the event the arbitrator makes a determination that there is a losing Party(s) the arbitrator may order the losing Party(s) to pay the arbitrator's fees and expenses.
 - b) In the event the arbitrator makes no order as to the payment of fees and expenses, each of the Party(s) shall pay an equal share of the fees and expenses of the arbitrator.

Article 16 Shop Stewards

- 16.01 Stewards shall be appointed by the Union Business Manager or his/her representative. Skill, ability and competency as well as Gender Equity and Diversity shall be considerations in the appointment of Stewards. When a scheduled second and/or third shift occurs, Stewards for such shift(s) may be appointed at the discretion of the Business Manager. Such appointments shall be confirmed in writing to the Contractor and the Association. Stewards assigned to represent a particular shift will not retain their status if that shift is cancelled; however, where workers are transferred to another shift the former Steward shall be one of the transferred provided that the Steward has the skill, ability and competency to perform the required work.
- 16.02 This Article 16 does not affect a Contractor's right to determine where and when employees work or on what shifts they work on; however, the Steward shall be assigned to shifts in consultation with the Union Business Manager to assure the most appropriate coverage for the worksite.
- 16.03 Stewards shall not be discriminated against in the performance of union duties. The Steward will notify and obtain permission from his/her immediate supervisor before leaving his/her work location to deal with any matter relating to this Agreement, which permission will not be unreasonably denied.
- 16.04 There shall be no non-working Stewards. Subject to Article 16.03 above, Stewards will be granted sufficient time to conduct their legitimate union duties during working hours.
- 16.05 Stewards shall be the last employee laid off where the Steward has the skill, ability and competency to perform the required work.

16.06 Where overtime is worked by a crew, the Steward shall be one of the overtime crew or a replacement shall be designated by the Union Business Manager or Steward in the event he/she does not possess the necessary skill, ability and competency to perform the required work.

Article 17 Pre-Job Conference

17.01 a) The Parties agree in principle that obtaining high standards of labour productivity will be a key factor for Project success. Accordingly, given the importance of the Project to the people of Newfoundland and Labrador, the Association, its Contractor members, the Council of Unions and its Union members should each take affirmative steps to ensure productivity opportunities are maximized by all stakeholders including the Owner, Contractors, the Association, the Council of Unions and its Union members.

b) Each Union maintains claims to jurisdiction pursuant to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (commonly called the "Green Book" and referred to hereinafter as the "Plan"). In order to provide for orderly and mutual understanding between the Council of Unions, the Association and Contractors, the Council of Unions shall provide an electronic copy of the Plan and an electronic copy, where available, of the following:

- i) Agreements of Record including (Attested Agreements which have priority over Non-Attested Agreements);
- ii) All Decisions of Record;
- iii) Prevailing practices in Newfoundland and Labrador that have been documented; and
- iv) Trade practices in the industry that have been documented.

17.02 The Association and/or the Contractor shall give notice to the Council of Unions of all contracts awarded which come within the scope of this Agreement. Wherever possible, a mark-up conference will be conducted prior to the commencement of work.

17.03 In order to minimize and resolve initial work assignments or initial assignments to assist in determining the composition of Work Teams a mark-up will be held. The mark-up will be in accordance with the following timetable:

a) **Day 1** – The Association or the Contractor will give written notice of a mark-up meeting and issue initial assignments to the Council of Unions and all Unions. A copy of drawings and specifications will be placed in the Council of Unions' St. John's office.

b) **Day 4** – The Association and/or the applicable Contractor will convene a mark-up meeting to outline the scope of work and record claims of Unions on initial

assignments. All claims for work shall be finalized at the mark-up meeting or by prior written notice from the Union.

- c) **Day 6** – The Association and/or the applicable Contractor will distribute a record of all claims made at the mark-up meeting.
- d) **Day 8** – Last day of claiming or defending Unions to file evidence in support of their claim or assignment wherever possible Parties should endeavour to provide any and all copies of the evidence on which they seek to rely.
- e) **Day 11** – The Association or Contractor will notify all Unions of final assignment(s).
- f) **Day 13** – Last day for claiming Union to request jurisdictional umpire, failure to do so leading to the relinquishment of the right to call for an umpire for the assignment(s) made on Day 11.
- g) **Day 17** – Last day for the jurisdictional umpire to hold a hearing.
- h) **Day 20** – Last day for the jurisdictional umpire to render a decision.

The foregoing timetable may be revised by mutual written consent from the RDC and the Association, the umpire may, with the consent of the Parties, vary the process following his appointment to facilitate the prompt processing and adjudication of claims.

- 17.04 Days are calendar days excluding Saturdays, Sundays and recognized holidays as listed in Article 23. Each day shall end at 5:00 p.m. local (location of the mark-up meeting) time.
- 17.05 Having regard for special requirements for construction of a project of this type, together with safety, efficiency, maintaining maximum levels of labour productivity, cost, continuity and good management, the Parties have agreed to an intended assignment plan by a jurisdictional umpire they have selected. The Association and the Council of Unions will retain the services of a jurisdictional umpire. The umpire shall be selected in rotation from a list of five (5) umpires acceptable to the Parties, which list is attached hereto as Schedule C1 and forms part of this Agreement. The list shall be reviewed and may be updated by the Parties once every year during the term of this Agreement. Should the umpire who is next on rotation be unable to act within the time requirements set out in this Article, or for reasons of conflict of interest, he/she shall be passed over to the next person on the list.
- 17.06 The procedural rules of the jurisdictional umpire, jurisdiction and operational restrictions shall be as set forth in the Plan except as modified by this Agreement.
- 17.07 a) The existence of a Work Team or the choice to assign any of the marked up work to a Work Team is not subject to review by an umpire on the following conditions:
 - i) upon completion of the mark-up process after the initial assignment where there are no claims; or

- ii) in the event of a challenge as to a work assignment in the final mark up after the umpire process and other appeal processes contained herein have been exhausted.
 - b) Unions or Contractors may make claims and request jurisdictional review of the initial assignment of work to a specific Union.
 - c) Unions or Contractors may make claims and request jurisdictional review to ensure work assignments in the mark-up are followed.
- 17.08 The Parties shall take affirmative steps to ensure productivity opportunities are maximized. An umpire, in resolving a disputed work assignment in a mark-up or a dispute as to whether a mark-up is being followed, shall consider the following factors:
- a) Agreements of Record and Decisions of Record established by or reported by the Impartial Jurisdictional Dispute Board, established international trade practices, prevailing practices as defined, together with a reasonable acceptance of considerations for efficiency and capacity to furnish construction services to the public at reasonable costs.
- 17.09 If the Association and/or the Contractor and the Unions involved cannot agree to accept the jurisdictional umpire's decision, any one of them can refer the dispute to the Canadian Plan. The criteria for considering any appeal shall be as per Article 17.01 b) and 17.08 herein.
- 17.10 The jurisdictional umpire cannot award costs or damages.
- 17.11 The Contractor/Association, whichever is the case, and the Unions involved in a dispute shall pay a share of the fees and expenses of the jurisdictional umpire in accordance with the following:
- a) The umpire shall determine the losing Party in each case.;
 - b) If the Contractor or Association's final assignment is changed by the umpire, the Contractor or Association (whichever Party made the assignment) AND the originally assigned Union are the losing Parties and they shall equally share the umpire's fees and expenses;
 - c) If the Contractor or Association's final assignment is not changed by the umpire, the claiming Union shall pay the umpire's fees and expense; and
 - d) In the event that the disputing Unions agree on how to perform the work but the Contractor disagrees and the umpire upholds the Union's position then the Contractor is deemed to be the loser and shall pay the umpire's full fees and expenses.
- 17.12 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow down and the Contractor's final assignment shall be respected. The

work will continue unless otherwise directed by the jurisdictional umpire under the intended assignment plan and that intended assignment shall continue in force and effect unless varied by the decision of a Canadian Plan Arbitrator.

- 17.13 Given the remoteness of the Site, all mark-up meetings and jurisdictional umpire hearings will take place in St. John's via video conference and/or telephone conference call unless otherwise agreed.
- 17.14 This procedure is available to and binding upon all Unions, the Council of Unions, the Contractor(s) and the Association. The Association will ensure that its Contractor(s) shall comply with the provisions of this Article, the procedures herein, and promptly implement decisions that are made. Such Contractor(s) shall abide by the outcomes of the process. The Council of Unions will ensure that the Union(s) shall comply with the provisions of this Article and the procedures therein. Such Union(s) shall abide by the outcomes of the process.
- 17.15 The local Union Business Manager or his/her delegate, the Union International Representative, the affected Contractor and Association, to ensure the efficiency and success of the implementation and/or operation of this Article, Schedule B and the Plan, shall participate in the markup process, umpire's process and arbitration processes.
- 17.16 The Parties agree to develop a training and education process for Council of Unions members and Association members to ensure this Article, Schedule B and the Plan are administered so as to maximize the benefit to all Parties and minimize disputes.

Article 18 Work Teams

- 18.01 Where a Work Team is to be utilized by the Association and/or Contractor, the following procedures shall be employed:
- a) The full process of the mark-up as is set out in this Agreement shall be applied. This process shall establish the Unions involved in that Work Team;
 - b) The Association and/or the Contractor shall notify the Council of Unions and the affected Unions designated by the mark-up process of the establishment of a Work Team as well as the composition of such team;
 - c) The composition of the Work Team shall be based on the overall percentage each Union has relative to the overall work to be performed by that Work Team as determined by the Association and/or Contractor; and
 - d) If, during the execution of the work, the nature of the work changes which impacts the composition of the team, a panel shall be requested to review the numbers and change them to comply with the percentages deemed appropriate.
- 18.02 This panel shall consist of three persons who shall serve for the duration of the Project. In the event that any one of the panellists can no longer serve for whatever cause, the Parties agree to forthwith replace their nominee or to agree to the independent third

party (ITP). If the Parties cannot agree to an ITP, they shall apply to the Minister of Labour, Government of Newfoundland and Labrador, for the appointment of the ITP. The panel shall consist of three persons:

- a) One appointed by the Association;
- b) One appointed by the Council of Unions by its Executive; and
- c) An ITP who is neither a lawyer nor an arbitrator under this Agreement and is familiar with jurisdiction.

18.03 This panel may investigate the initial or subsequent composition of the Work Team, when and if requested by one of the Parties.

18.04 Decisions of the panel, by agreement of the Parties, shall be final, binding and not subject to appeal, judicial review or any other form of judicial intervention.

18.05 Decisions of the panel shall be made on an expedited basis:

- a) Any dispute as to the initial composition of a Work Team as established under Article 18.01 will be referred in writing to the panel within seven (7) days of the Contractor advising the Union in writing of the initial composition of the Work Team. The referral must itemize the issues in dispute, including the number of members a Union is claiming should be on the Work Team or any other issues as to the composition of the Work Team in dispute;
- b) All referrals to the panel will be heard within seven (7) days of such written referral. Notice of the referral shall be provided to all affected Parties by the referring Party. Each Party shall have the right to present evidence and make representations to the panel, which presentation of evidence and/or making of representation shall be limited to two (2) hours unless such period is extended by a majority of the panel. The panel will render its decision within forty-eight (48) hours of the completion of the hearing. All decisions must be by a majority of the panel;
- c) From time to time, as work advances, the composition of a Work Team may be revisited and adjusted as appropriate by the panel upon request of the Contractor or any Union providing workers to the Work Team. In no event shall a Work Team be revisited within ninety (90) days after the panel has rendered a decision as to the composition of a specific Work Team except in the event there has been a material change in circumstances; and
- d) There will be no claims permitted for lost wages, other benefits or premiums as a result of an adjustment to the Work Team, and Work Teams will continue to work cooperatively, without disruption, while any claim to adjust a Work Team is being adjudicated.

18.06 The following shall apply to each Work Team:

- a) Each Union shall provide members to work on the Work Team on a pro-rated basis as per the distribution determined by the Contractor or in accordance with this Article.
- b) The Union that provides the greatest number of employees to the Work Team shall provide the first requested foreman/general foreman subject to availability. If more foremen are requested, such foremen shall be provided on a pro-rated basis if practical.
- c) Unions dispatching members to a Work Team shall advise members they will be working on a Work Team.

A willingness to work on a flexible basis if the needs of the work so dictate is the essential element of a Work Team. It is understood that while on a Work Team an employee may be required to work in and outside of his/her trade or craft.

Article 19 Regular Work Schedule, Extended Work Schedule, and Overtime Provisions to Address Unique Project Needs

19.01 The Association, its Contractor members, the Council of Unions and its Union members agree to the following guiding principles to be taken into account for the creation of hours of Work Schedules and overtime provisions contained herein:

- a) The nature of the work;
- b) Cultural issues;
- c) Seasonality of work;
- d) Weather conditions such as wind, rain, snow and cold;
- e) The remoteness of the work area;
- f) The need to be flexible to meet project needs; and
- g) These provisions are not intended to reduce or replace overtime provisions to which Employees would otherwise be entitled.

19.02 The Association, its Contractor members, the Council of Unions and its Union members recognize that developing Regular Work Schedules will be important to Project success and accordingly agree to the following guiding principles and application of this Article:

- a) Take into account geographical source of workforce; and
- b) Structure Work Schedules to attract and retain a highly skilled and productive workforce.

Regular Work Schedule/Overtime Premiums

19.03 The following Article is intended to identify regular hours of work, Work Schedules and overtime hours. In order that there shall be consistency on the Site, the following hours of work and scheduling shall apply:

- a) The regular work week shall consist of forty (40) hours of work divided into five (5) consecutive eight (8) hour work days from Monday to Friday, or four (4) consecutive ten (10) hour work days from Monday to Thursday. The start time for the day shift for a regular work day will be between 5:00 a.m. and 9:00 a.m.
- b) Overtime premiums shall be paid as follows for the work week consisting of five (5) consecutive eight (8) hour work days:
 - i) All hours worked in excess of eight (8) hours per day at double the straight time rate of pay; and
 - ii) All hours worked on the Saturday, Sunday, scheduled days of rest and Recognized Holidays at double the straight time rate of pay.
 - iii) All hours worked after a Regular Work Schedule or an Extended Work Schedule have been completed and prior to the commencement of an employee's next Regular Work Schedule or Extended Work Schedule, shall be paid double the straight time rate of pay.
- c) Overtime premiums shall be paid as follows for the work week consisting of four (4) consecutive ten (10) hour work days:
 - i) All hours worked in excess of ten (10) hours per day at double the straight time rate of pay;
 - ii) For all hours worked up to ten (10) hours on every Friday of any Work Schedule of ten (10) consecutive days or more, at one and one-half (1 ½) the straight time rate of pay;
 - iii) All hours worked on Saturday and Sunday of any schedule, or on the Friday of any schedule not requiring work on ten (10) or more consecutive days, at double the straight time rate of pay; and
 - iv) All hours worked after a Regular Work Schedule or Extended Work Schedule have been completed and prior to the commencement of an Employee's next Regular Work Schedule or Extended Work Schedule, shall be paid at double the straight time rate of pay.

Extended Work Schedules

19.04 The Parties understand and agree that the remote nature of the Project and the climatic conditions pose exceptional challenges in the successful completion of the work. To this end the Contractors, through the Association, may make use of Extended Work Schedules which are set out below. Such Work Schedules shall consist of scheduled days of work followed by scheduled days of rest. All hours worked on a scheduled day of rest shall be paid at double time the straight time rate of pay.

Extended Work Schedules

21 days on and 7 days of rest x 10 hours/day;
10 days on and 4 days of rest x 10 hours/day;
14 days on and 7 days of rest x 10 hours/day;
14 days on and 14 days of rest x 10 hours/day;
20 days on and 8 days of rest x 10 hours/day;
20 days on and 10 days of rest x 10 hours/day;
28 days on and 14 days of rest x 10 hours/day

Other Designated Shifts

6 days on and 1 day of rest x 10 hours/day
7 days on and 7 days of rest x 10 hours/day;
7 days on and 7 days of rest x 12 hours/day.

1. These Extended Work Schedules allow for an any-day start. Examples of hours paid and hours worked for each Extended Work Schedule are contained in Schedule [].
2. Additional Extended Work Schedules may be implemented by the Association after meaningful consultation with the Council of Unions.
3. The Work Schedules and related terms for Site Service Worker shall be contained in the trade appendices for those Employees

General

- 19.05 An Employee who is transferred to a different Work Schedule must be provided with a minimum of two (2) scheduled work days' notice. If an Employee requests a transfer and it is approved, overtime rates will not apply for days worked that that Employee would have been entitled to under his/her previous Work Schedule. If the transfer is not as a result of an Employee request, overtime provisions will apply for days worked on the scheduled days of rest that the Employee would have been entitled to under his/her Work Schedule.
- 19.06 There shall be no pyramiding of overtime and/or premiums nor shall such overtime and/or premiums be in addition to, but not limited to Reporting Time under Article 21, Call Out under Article 22 or pay for working a Recognized Holiday under Article 23 or height pay.
- 19.07 Unpaid lunch breaks will normally be at mid-shift (usually between 1100 and 1300) but may be staggered to coincide with start time and shall be one half (1/2) hour. An Employee who is required by the Contractor to work through the two (2) hour period shall be paid at the applicable overtime rate for one half (1/2) hour and shall, as soon as

practicable thereafter, be given sufficient time, for which he/she will be paid to consume his/her meal.

19.08 One paid rest break of ten (10) minutes will be allowed during each half shift in an eight (8) hour shift. One paid rest break of fifteen (15) minutes will be allowed during each half of a ten (10) hour or greater shift. The scheduling of such rest breaks shall be at the time set by the Contractor per Employee but shall normally be midway through each half shift unless there are unusual or overriding circumstances requiring change of breaks.

19.09 The Parties are committed to delivering value for paid time accordingly:

a) Unless some other reporting location is designated by the Contractor, Employees shall be in attendance at their work location and prepared to commence work at the scheduled starting time for their respective shifts. Employees shall only be paid when they start work at their designated work location, not the point where they enter the Site. The worker will be at the designated brass point (card swipe), at the quit time. Employees, where appropriate, shall have reasonable time for clean-up and to store their tools before leaving their work location at the end of the shift.

b) Employees shall be diligent in respecting start and shift completion times.

19.10 a) When an Employee is required to work in excess of ten (10) hours and less than twelve (12) hours he/she shall be provided a twenty-five (\$25.00) dollar meal allowance in lieu of a meal. He/she shall also be paid an additional twenty (20) minutes at double the straight time rate of pay in lieu of a meal time break. Employees affected by this Article, who are residents in the Camp, shall also receive a Camp supplied hot meal at the Accommodations Complex.

b) When an Employee is required to work in excess of twelve (12) hours, he/she shall be provided a hot meal, where feasible, at the end of the ten (10) hour shift and after each four (4) hours thereafter. The Employee shall be allowed twenty (20) minutes at double the straight time rate of pay to consume his/her meal. A ten (10) minute rest break shall be provided every two (2) hours.

19.11 When a general foreperson or foreperson is required to extend his/her shift (early start and/or late quit) for the purposes of organizing work or dealing with turnover issues to the oncoming shift up to a maximum of one (1) hour, Article 19.10 will not apply unless his crew also receives the meal and that foreperson (general foreperson) is required to supervise that crew. The general foreperson and/or foreperson shall be compensated at the overtime rate of pay for the time worked.

19.12 The hours of work and overtime provisions for Employees represented by the Hotel Employees and Restaurant Employees International Union and Local Union 779 and the International Brotherhood of Teamsters and Local 855 are set out in the Trade Appendices for each of those trades. The hours of work for the Employees they represent shall be governed by those Trade Appendices, save and except where those Trade Appendices direct that the provisions of Article 19 apply.

- 19.13 The nature of the work on the Project shall, from time to time, require the interruption of work, which shall result in temporary layoff of Employees for short periods of time. For those work interruptions not exceeding thirty (30) days, the Contractor shall advise the affected Union(s) of its recall needs and those Union(s) shall issue a referral slip in the same order as the initial hire of those temporarily laid off.
- 19.14 Work on the Site may be reduced during periods like Christmas/New Year's; however, certain Employees may be scheduled to work. Advance notice will be provided to all Employees regarding the observance dates, once available.
- 19.15 Nothing in this Agreement shall be construed as guaranteeing hours of work per day, per week, the days of work in any week or the days of work in any Work Schedule.

Article 20 Shifts

- 20.01 The scheduling of the number of days of work in a week, the number of shifts in a day and the number of hours in a shift shall be at the sole discretion of the Contractor.
- 20.02 The start time for the day shift for a regular work day shall be between 5:00 a.m. and 9:00 a.m.
- 20.03 For workers assigned to snow removal, site services, transportation, road maintenance or similar work there may be times when, due to climatic conditions or abnormal circumstances, workers are required to commence their shift prior to 5:00 a.m. and the shift will not commence prior to 3:00 a.m. For all other workers the start time, subject to climatic conditions or abnormal circumstances, will not vary on a daily basis, but may be adjusted to deal with job conditions.
- 20.04 The nature of the work on this Project may require, from time to time, the delay of the commencement of a shift due to climatic conditions or abnormal circumstances.
- 20.05 The second shift may commence at any time between the hours of 4:00 p.m. and 9:00 p.m. and nothing herein shall restrict the Contractor from implementing a third shift if business or other requirements necessitate. These shifts are to be classified as Shift Schedule(s) rather than as overtime and shall be scheduled for the duration of at least one (1) Work Schedule unless valid business reasons dictate otherwise.
- 20.06 A shift premium of three dollars (\$3.00) per hour shall be paid for all hours worked on other than the day shift, whether or not the time worked is overtime or straight time. There shall be no pyramiding.
- 20.07 No worker shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. A worker shall receive the overtime rate for each hour worked beyond the straight time shift until a break of eight (8) consecutive hours occurs.
- 20.08 An employee whose shift is changed (moved from one shift to another shift) shall receive twenty-four (24) hours' notice of the shift change. No employee shall suffer loss of regular earnings due to his/her shift change.

If a worker requests a transfer and it is approved, then overtime rates will not apply for days worked on the scheduled days of rest that the worker would have been entitled to under his/her previous Work Schedule unless any of the days worked in the new Work Schedule are deemed to be premium days, in which case the applicable premium rate will apply.

Article 21 Reporting Time

- 21.01 If the employee reports to work as requested at the regular starting time and is not put to work, the so affected employee shall be entitled to be paid to the employee's mid-shift at the applicable rate.
- 21.02 If the employee reports to work as requested at the regular starting time and is put to work, the so affected employee shall be paid all hours worked at the applicable rate of pay and in no case less than to mid shift at the applicable rate.
- 21.03 If the employee is given two (2) hours' notice not to report for work, he/she shall not receive any reporting time.
- 21.04 If the employee reports to work as requested at the regular starting time and is requested to stand by, either at the workplace or another area designated by the Contractor, the so affected employee shall be paid for all hours he/she works and stands by at the request of the Contractor at the applicable rate of pay and in no case less than to mid shift at the applicable rate.
- 21.05 In order to qualify for reporting time, the employee must remain on the job until otherwise directed by the Contractor.
- 21.06 When the conditions set forth in this Article occur on other than day shift, the shift premium as set out in Article 20 shall be paid.
- 21.07 A worker who is resident in Camp shall not be eligible for payment of reporting time if notice of "no work available" is posted on the Camp kitchen bulletin board at the pre-shift meal at least two (2) hours prior to regular shift start. Non-camp residents shall not be eligible for payment of reporting time if they have been provided at least two (2) hours' notice by their employer that there is no work available; such notice can be by telephone, telephone call-in system, public radio or personal notice.

Article 22 Call Out

- 22.01 Employees who have completed their day's scheduled hours of work and have left the work site or have returned to the Camp and are called out and return to work, such employee shall receive no less than four (4) hours' pay at the overtime rate. Workers who work in excess of four (4) hours shall be paid for the actual hours worked at the appropriate overtime rate until the commencement of their regularly scheduled shift.

22.02 When the conditions set forth in this Article occur on other than day shift, the shift premium as set out in Article 23 shall be paid.

Article 23 Vacation and Recognized Holidays

23.01 Vacation pay and recognized holiday pay shall be paid as part of an employee's regular paycheque in accordance with the Trade Appendices, attached as Schedule "D".

23.02 The following recognized holidays will be observed:

- a) New Year's Day
- b) Family Day
- c) St. Patrick's Day
- d) Good Friday
- e) Victoria Day
- f) Canada Day
- g) Civic Holiday
- h) Labour Day
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day
- l) Boxing Day

23.03 All work performed on a recognized holiday shall be paid at the rate of double the regular rate.

23.04 The date of observation of recognized holidays shall be as gazetted by the Provincial Government or as mutually agreed between the Association and the Council of Unions.

23.05 An employee who is entitled to take vacation shall notify his/her Contractor in writing and such request shall not be unreasonably denied. The date of same shall be mutually agreed between the employee and the Contractor before the vacation is taken. No more than twenty-five (25) per cent of the members of a crew may be on vacation at a given time.

Article 24 Camp Accommodations

- 24.01 An Accommodations Complex shall be provided, maintained and operated in full compliance with all applicable laws and regulations. During the early work phase of the Project, a temporary Accommodations Complex may be provided to accommodate workers until the Accommodations Complex becomes available.
- 24.02 The Owner or his/her designee shall have the sole right to manage the Accommodations Complex, including the assignment of accommodations. Such accommodations shall be suitable, properly maintained and operated.
- 24.03 An Accommodations Complex Committee composed of an equal number of representatives from the Association and Council of Unions shall be established for the purposes of providing input as to the development, implementation and administration of accommodation rules.
- 24.04 Workers living in the Accommodations Complex who do not report for work on a regular work day due to causes other than legitimate illness and/or legitimate absences when they are physically able to do so, may be charged the full room and board rate for each regular day not worked.
- 24.05 Workers failing to make use of Accommodations Complex on a repeated basis may be charged at the full room and board rate for each day not used and may forfeit their right to accommodations.
- 24.06 Accommodations Complex residents will be provided with sufficient and suitable food appropriate for the required breaks specified under this Agreement.

Article 25 Travel and Board

- 25.01 For the purpose of this Article, the definition of “permanent residence” for a resident of Newfoundland and Labrador shall be the same as the definition of Provincial Residence in this Agreement and for those outside of Newfoundland and Labrador, as follows:

“An Employee’s permanent residence is the place where he/she maintains a self-contained domestic establishment where he/she ordinarily resides such as a dwelling, house or similar place of residence where a person generally eats and sleeps. Factors and/or current documents to be examined when determining who is a resident may include property tax assessment, lease agreement, driver’s licence, vehicle registration, income tax returns, voter’s list registration or proof of provincial health care coverage.”

- 25.02 Free Zone: There shall be a Free Zone of thirty-five (35) road kilometres from a designated pick up location in Happy Valley-Goose Bay, to the city or town boundary of the employee’s permanent residence. Employees living within the Free Zone shall travel to and from the designated pick up location at their own expense. The Association will establish a daily commuting busing system from designated pick up areas within the Free Zone, which designated pick up areas will include a location in Sheshatshiu, North West River and Happy Valley-Goose Bay. Given the limited parking available at the Site, employees whose permanent residence is in the Free Zone and Travel Zone shall

be required to utilize the commuting service, at no cost, to travel to and from the designated pick up areas to a designated location at or near the Site.

25.03 Travel Zone: Employees traveling to work who predominantly reside a distance greater than thirty-five (35) kilometers but less than one hundred (100) kilometers from the designated pick up location at Happy Valley-Goose Bay, to the city or town boundary of the community of the employee's permanent residence shall be paid travel allowance set out in Article 25.06 per road kilometer one way between the above noted points.

25.04 Employees travelling to work who permanently reside at a distance of one hundred (100) kilometers or greater, from the designated pick up location at Happy Valley-Goose Bay, to the city or town boundary of the community of the employee's permanent residence shall, to the extent of the capacity of the Accommodations Complex and other accommodations available to the Contractor, be provided with accommodations at no cost to the employee.

25.05 When an employee is entitled to accommodations pursuant to this Article and accommodation or space is not available, such employee shall be provided a board allowance in accordance with Article 25.07.

If accommodation space becomes available, such employee must commence residing at the accommodations within seven (7) days of being so notified. The employee shall cease being paid the board allowance once they commence residing at the accommodations or upon the expiration of seven (7) days of being notified, whichever is first.

25.06 The travel allowance in accordance with Article 25.03 shall be as follows:

- a) \$0.72 per road kilometer effective May 1, 2012;
- b) \$0.74 per road kilometre effective May 1, 2013;
- c) \$0.76 per road kilometer effective May 1, 2014;
- d) \$0.78 per road kilometer effective May 1, 2015;
- e) \$0.80 per road kilometer effective May 1, 2016;
- f) \$0.82 per road kilometer effective May 1, 2017.

25.07 The board allowance in accordance with Article 25.05 shall be as follows:

- a) \$100.00 per day effective May 1, 2012;
- b) \$104.00 per day effective May 1, 2013;
- c) \$108.00 per day effective May 1, 2014;
- d) \$112.00 per day effective May 1, 2015;
- e) \$116.00 per day effective May 1, 2016;
- f) \$120.00 per day effective May 1, 2017.

25.08 Zone 1 through 5:

An employee, whose permanent residence is located in Zones 1 through 5 as set out below shall be provided a Travel Allowance for Work Schedules of ten (10) consecutive days or more, provided the employee travels from the Site or Accommodation Complex to the employee's permanent residence during a Work Schedule turnaround and upon providing proof of travel in a form satisfactory to the Contractor. The Travel Allowance shall be payable as follows:

- a) Zone 1 (100 – 200 km) - \$90 (round trip);
- b) Zone 2 (201 – 300 km) - \$120 (round trip);
- c) Zone 3 (301 – 400 km) - \$150 (round trip);
- d) Zone 4 (401 – 500 km) - \$220 (round trip);
- e) Zone 5 (501 – 700+ km) - \$260 (round trip).

25.09 Employees on a Work Schedule of ten (10) or more consecutive days, whose permanent residence is located outside of Labrador or in an area of Labrador only accessible by air, will be provided by the Contractor, during each Work Schedule turnaround, the following:

- a) For permanent Newfoundland residents, air transportation to and from St. John's, Deer Lake, Gander or such other designated hubs in Newfoundland to Happy Valley-Goose Bay;
- b) For permanent Labrador residents, air transportation to and from designated hubs in Labrador to Happy Valley-Goose Bay; and
- c) For permanent residents outside Newfoundland and Labrador, air transportation to and from designated hubs in other parts of Canada to Happy Valley-Goose Bay.

In the event that an overnight stay is required while in transit to the Site because of a disruption in air travel, the Contractor shall provide a Temporary Accommodation Allowance of one hundred and twenty dollars (\$120.00) for each day the employee is delayed.

In the event an overnight stay is required because an employee is unable to leave Happy Valley-Goose Bay on the employee's turnaround because of a disruption in air travel, such employee may remain in the Accommodations Complex at no cost until air transportation from Happy Valley-Goose Bay is available.

The Association and/or Contractor shall provide ground transportation to and from the Site to the Happy Valley-Goose Bay airport.

Employees shall not be paid travel time.

Employees whose permanent residence is 100 kilometers or more from the designated airhead shall receive a payment equal to the travel zone payment set out in Article 25.08.

25.10 When an employee is laid off, the Contractor shall provide return air travel or a Travel Allowance consistent with Articles 25.08 and 25.09. Employees who quit or have their employment terminated for cause prior to the completion of the employee's Work Schedule may not be entitled to return air travel or Travel Allowance consistent with Articles 25.08 and 25.09.

25.11 For the purposes of this Article, all distances will be determined by a website used for measuring distances, which website will be agreed to by the Association and Council of Unions.

Article 26 Wages and Benefits

26.01 All workers covered by this Agreement shall be paid in accordance with the classification in the applicable Trade Appendices attached as Schedule "D".

[Gross hourly increases to addressed in monetary]

26.02 Payday shall be Thursday and the method of payment shall be by electronic deposit. A weekly Statement of Earnings and Deductions shall be issued to each worker on Thursday.

26.03 The Contractor shall remit contributions in an amount and manner as required by the applicable Trade Appendix. The remittance of these funds shall in no way require the Contractor to become or remain a member of any trustees' group or association as a condition for making these contributions

26.04 Changes to benefit contributions may be made at the request of a Union in writing, subject to the gross hourly package remaining unchanged. Such request to change benefit contributions may be made annually between April 1 and April 30 and shall be implemented no later than June 1.

26.05 The work week for payday purposes shall end on Friday at midnight. Workers shall be paid on Thursday of the following week

26.06 The payment of wages shall be accompanied by a statement showing:

- a) Wage rate;
- b) Number of hours paid at the straight time rate of pay;
- c) Number of hours paid at the overtime rate of pay;
- d) Amount of premium and allowances;
- e) Vacation pay;
- f) Holiday pay;
- g) The amount and purpose of each deduction;

- h) Name of the Contractor issuing the payment;
- i) The worker's name and payroll number;
- j) The pay period;
- k) Gross and net earnings; and
- l) Pension contributions.

Article 27 Lower Churchill Project Premium

27.01 In recognition of the uniqueness of the Lower Churchill Project, its importance to the Province of Newfoundland and Labrador and the duration of the Project, workers shall receive a Lower Churchill Project Premium payment of three dollars and fifty cents (\$3.50) per hour for all hours earned. Contractors shall pay the premium weekly. The premium is not part of the wage package and does not attract vacation pay and recognized holiday pay.

27.02 The dates for payment of the Lower Churchill Project Premium shall be set by the Liaison Committee annually.

27.03 Upon layoff, workers shall receive the Lower Churchill Project Premium in their final pay.

Article 28 Resource Development Council Industry Fund

28.01 The Contractor shall remit to the Council of Unions the sum of thirty cents (\$0.30) per person per hour earned for all hours earned by all members of the bargaining unit covered by this Agreement, which amount shall be in addition to the gross hourly package set out in each Trade Appendix.

Article 29 Canadian Building Trades Fund

29.01 The Contractors shall remit to the Canadian Building Trades Fund five cents (\$0.05) per person per hour earned for all hours earned by all members of the bargaining unit covered by this Agreement, which amount shall be in addition to the gross hourly package set out in each Trade Appendix.

Article 30 Termination of Employment

30.01 When an employee has been terminated or laid off while away from the Site, any personal belongings shall be shipped to his/her last known address, at the Employer's expense, unless previous arrangements have been made.

- 30.02 Contractors shall provide four (4) hours' notice or pay in lieu of notice to employees who are laid off. These four (4) hours are to be used for the purposes of picking up and returning the Contractor(s) tools, checking out of accommodations or in preparing his/her own tools for the next job.
- 30.03 Layoffs shall occur in reverse order of hiring priority described in Article 7. For greater clarity, the last worker laid off shall be Newfoundland and Labrador residents and layoffs shall be in compliance with the Benefits Strategy and hiring priority for qualified Labrador Innu, subject to the retained employees having the competence and qualifications necessary to complete the remaining work.
- 30.04 Workers who are laid off and for whom transportation is not available shall be entitled to receive accommodations until such transportation is made available by the Contractor.
- 30.05 In the event of a reduction of the workforce anyone promoted from journeyperson may be demoted to journeyperson. Anyone name hired as a foreman or general foreman shall be laid off as a foreman or general foreman.

Article 31 Tools

- 31.01 Workers are to supply appropriate tools in accordance with the schedules listed in the Trade Appendices attached to and made part of this Agreement.

The tools are subject to verification by the Contractor upon employment. If the Contractor deems other tools are necessary, they shall be supplied by the Contractor.

- 31.02 The worker's personal tools shall be in good condition when he/she is hired on the job and they shall be maintained and kept in good condition.
- 31.03 The Contractors will provide the appropriate lock-fast facilities for storage of personal tools.
- 31.04 Workers will be held responsible for tools, special and/or protective clothing and safety apparatus supplied to them by the Contractor. If the worker fails to return the supplied items in good condition to the Contractor, with the exception of fair wear and tear, at the time of termination or on request prior to the worker's termination, the replacement cost shall be deducted from any monies due to the worker.
- Workers will not, however, be held responsible for loss or damage to Contractor supplied tools, clothing or equipment as a result of fire, theft due to break-in or forcible entry of Contractor arranged lock-fast facilities, provided the loss or damage is immediately reported by the worker, in writing, to the Contractor.
- 31.05 The Contractor shall replace a worker's personal tools when:
- a) The tools are destroyed by fire, lost through theft by forced entry of a designated storage place on the Contractor's premises and provided that the loss or damage is immediately reported by the worker, in writing, to the Contractor; and

- b) In the course of the worker's work assignment, the tools are damaged beyond repair, provided the worker satisfies his/her Contractor the damage was not intentional or caused by the worker's failure to exercise due care and attention.
- 31.06 Contractors will not be held responsible for personal tools which have not been identified on the worker's tool list by an authorized representative of the Contractor. The worker shall provide an inventory list and the Contractor shall conduct an inventory check prior to commencement of work.
- 31.07 A worker's tools which have to be replaced or sent off the job site for repair will be replaced and returned as soon as possible.

Article 32 Welding Testing

- 32.01 When welders are hired on the Project, the Contractor hiring the welder shall compensate the Union supplying the welder, five hundred dollars (\$500.00) for each welding ticket the welder is required to have to perform the work. The welder shall be reimbursed four (4) hours pay for each ticket to compensate for time involved in completing each test. In the event a Union member is laid off and rehired by the Contractor or another Contractor working on Site, the Contractor or the other Contractor shall not be required to pay the five hundred and fifty dollars (\$550.00) for each ticket and the welder shall not be reimbursed pay if the same welding tickets are required. The Contractor is responsible for the cost of Canadian Welding Bureau re-certifications if the certification expires more than one (1) year after the welder commences to work on Site. These re-certifications shall be without loss of pay to a maximum of one (1) regularly scheduled work day at straight time.

Article 33 Lunch Room and Sanitary Facilities

- 33.01 The Contractor shall provide and maintain clean, heated, sanitary facilities which will include modern flush toilets, urinals and wash basins. Where this is not practicable, chemical toilets and pump tank facilities will be provided.
- 33.02 Fresh, safe drinking water and sanitary cups shall be provided to the workers.
- 33.03 The Contractor shall provide lunch rooms and determine their location subject to restrictions of the work area in which the employees may take their breaks and meals.
- 33.04 When lunch rooms are used, they shall be kept heated and clean, with adequate size and seating capacity to accommodate the number of people using the facility. General lunch rooms shall be provided with reasonable amenities, such as kettles and microwaves.
- 33.05 There shall be suitable heated warm-up shacks for drying clothes.

Article 34 Apprenticeship and Training

- 34.01 The Association, the Contractors, the Council of Unions and the Unions agree, in alignment with the Benefits Strategy and obligations to the Labrador Innu, to create training, development and apprenticeship opportunities.
- 34.02 The Association, the Contractors, the Council of Unions and the Unions agree to Project conditions and law, to maximize placement and utilization of apprentices as follows:
- a) Not less than one (1) apprentice for every three (3) journeypersons; and
 - b) Not more than two (2) apprentices for each journeyperson.
- 34.03 Gender Equity and Diversity shall be a consideration when hiring or referring Apprentices to the Project as part of the Parties' cooperative effort to achieve and sustain participation rates for women and underrepresented groups established in consultation with the Province.
- 34.04 The employment of apprentices (within regulatory requirements and limitations) will be promoted throughout the duration of the Project and will provide for a spectrum of apprentices from the first year through the fourth year as appropriate to their respective trade(s). The Parties will facilitate this through the effective utilization of the hiring provisions contained in Article 7 of this Agreement.

Article 35 Leave of Absence

- 35.01 Workers shall be granted three (3) regularly scheduled work days leave with pay (the worker's regular rate times the number of hours the worker is scheduled to work on those days plus any applicable premium) commencing on the day after the date of death of the spouse or common law spouse, child (step child), parent (step parent), legal guardian, brother, sister, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law or other relative or dependant living in the same principal residence.
- 35.02 Bereavement leave shall not be granted for time that would not normally have been worked and under no circumstances shall pay be granted for unscheduled overtime missed as a result of a worker's absence.
- 35.03 Workers shall be entitled to pregnancy, maternity, parental and adoption leave in accordance with the provisions of the Newfoundland and Labrador *Labour Standards Act* in effect as of the date of this Agreement.
- 35.04 Workers summoned to attend upon a court of inquiry or any other judicial proceeding as a juror or prospective juror in accordance with the Newfoundland and Labrador Jury Act, 1991 shall be paid the same as they would if they had been scheduled to work.

35.05 The Contractor may grant a leave of absence without pay to any employee for personal or cultural reasons. Requests for such leave shall be made in writing at least one week in advance; such leave shall not be arbitrarily denied.

Article 36 Commissioning

36.01 Commissioning activities are important to the success of the Project. During the Commissioning process, the Owner, EPCM or Commissioning Contractor may utilize Union members, Owner employees or vendor representatives or Commissioning Contractor employees who are not members of the bargaining unit. Notwithstanding any other Article in this Agreement, Union employees required for Commissioning may be selected by the Owner, EPCM or the Commissioning Contractor from the Council of Unions' bargaining unit or out-of-work list and may be required to work in multi-disciplined Crews. Commissioning work executed by Union members shall fall within the scope of this Agreement. Commissioning work executed by Owner employees, vendor employees or representatives or EPCM employees or Commissioning Contractor employees who are not members of the bargaining unit shall fall outside the scope of this Agreement.

Article 37 Saving

37.01 Should any provision of this Agreement be found by a court of competent jurisdiction to be in conflict with any law or regulation of Canada or Newfoundland and Labrador, such provision shall be superseded by such law or regulation. Notwithstanding such invalidation, the remaining provisions shall remain in full force and effect.

37.02 Unless prohibited from doing so by such law or regulation or court ruling, the Parties shall commence negotiations within fourteen (14) days to provide a valid replacement of such provision.

37.03 In the event that negotiations do not result in agreement on a legal replacement for such provision within fourteen (14) days of commencement of negotiations or such longer period as may be mutually agreed, the matter shall be resolved in accordance with the arbitration process in this Agreement.

Article 38 Duration

38.01 This Agreement shall be for a term commencing on the later of:

- a) Date of its signing; or
- b) Date the Lieutenant Governor-in-Council issued a Special Project Order respecting the Project and continuing for the duration of the work at the Site, including mobilization and demobilization by the Contractors except as provided herein.

- 38.02 Without restricting the generality of the foregoing, this Agreement ceases to apply when Mechanical Completion of the work is attained and is handed over to the Owner or its designate.
- 38.03 Mechanical Completion occurs when construction is physically complete (manufactured, fabricated, installed and connected), safe (related systems necessary for protection of personnel and property are in place), clean (flushed, clean and dry), tight (bolt tensioned, hydro tested and reinstated), inspected, tested and documented.
- 38.04 Notwithstanding Article 38.02, a unit(s), system(s) or area(s) may be deemed ready for acceptance by the Owner or its designate upon near completion. Upon acceptance, prior to Mechanical Completion by the Owner or its designate, this Agreement ceases to apply to that work.
- 38.05 Should the Owner or its designate require assistance from the Contractor in modifying, altering or fixing up any system or facility described above the work shall be performed by members of the Council of Unions.

LETTER OF UNDERSTANDING RE: QUARRIES

The Parties agree that the quarries that provide aggregates or till to the Site shall fall within the scope of this Agreement and such quarries shall be designated prior to their use.

LETTER OF UNDERSTANDING RE: WORKING FOREPERSON

Article 7.08 provides the Contractor with the ability to use working forepersons in situations that would not normally be permitted under the 'usual' arrangements for forepersons in Newfoundland and Labrador. The unique nature of the work and the remote location of the Project have necessitated these arrangements.

The agreement to these arrangements is without prejudice to future assertions of the 'usual' arrangements for foreperson.

LETTER OF UNDERSTANDING RE: APPLICATION OF HIRING PRIORITY – ARTICLE 7
Not to be included in Collective Agreement

The Parties agree workers shall be dispatched in the following order of priority:

- i) Qualified Labrador Innu;
- ii) Qualified residents of Labrador who are members of the RDC;
- iii) Qualified residents of Labrador;
- iv) Qualified residents of the Island of Newfoundland who are resident members of the RDC, and
- v) Qualified residents of the Island of Newfoundland.

In hiring and making referrals, both the Contractor and Union members of the RDC will comply with the Benefits Strategy and any employment equity plan that may be applicable to qualified Labrador Innu.

LETTER OF UNDERSTANDING RE: FUELING AND DELIVERY

The Parties agree as follows:

- a) A fuel depot shall be established on Site as soon as practicable, and no later than six (6) months after the bulk excavation Contractor for the Site commences work.
- b) Prior to the installation of a fuel depot on Site, transporting of fuel around the Site and the fueling of vehicles and equipment on the Site may be done by persons who are not members of the bargaining unit.
- c) Vehicles picking up or delivering garbage and waste containers on Site may be operated by persons who are not members of the bargaining unit.
- d) Courier packages may be delivered or dropped off on Site by persons who are not members of the bargaining unit.

Schedule "A"

SITE PLAN

Scope of construction work that will be included will be as follows:

Designated quarries as per the Letter of Understanding, transportation of aggregate and till to the Site from the designated quarries, the construction of the Dams / Spillways, construction of the Powerhouse, construction of the Switch Yard at Muskrat Falls to the Anchor Bolts, the construction of foundation and envelope of the converter station building at Muskrat Falls, bulk excavation of the Site for the Dam and Powerhouse, and construction and operation of the Accommodations Complex.

Schedule "B"

JURISDICTIONAL UMPIRE – TERMS OF REFERENCE

SECTION I: DEFINITIONS

In this Agreement:

"Agreements between Unions" There are three types of Agreements – Agreements of Record, Attested Agreements and Non Attested Agreements. These Agreements are not binding on other crafts not signatory to the Agreements and, insofar as the Impartial Jurisdictional Disputes Board is concerned, they do not affect the claims or rights of work jurisdiction of Unions not parties to the Agreement.

"Agreements of Record" are those Agreements between Building Trades Unions which have been recorded with the Impartial Jurisdictional Disputes Board and are binding on the signatory Unions. These are the only Agreements contained in the "Green Book".

"Attested Agreements" are those Agreements signed by the General Presidents of two International Unions and attested to by the Impartial Jurisdictional Disputes Board. These Agreements have the same status as an Agreement of Record.

"Decision of Umpire" means the decision of work assignment made by the umpire.

"Decisions of Record" are those which appear in the publication commonly referred to as the "Green Book" published and approved by the Building and Construction Trades Department, AFL-CIO, (current issue), and are international or national in scope. They are applicable to all trades even though a dispute which resulted in a Decision of Record may originally have involved only two trades. They are not to be confused with job decisions rendered by the Impartial Jurisdictional Disputes Board which apply only to the job decisions. However, the Impartial Jurisdictional Disputes Board is required to give due consideration to Decisions of Record in arriving at job decisions. Decisions of Record in the "Green Book" do not appear in chronological order and are always referred to by dates.

"Impartial Jurisdictional Disputes Board" means the Impartial Jurisdictional Disputes Board in Washington, D.C., the International Appeal board, the International Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (approved June, 1984, as amended December 2008), or its successor.

"Intended Work Assignment" means the initial step wherein the Contractor declares his intention to assign certain work to a certain trade(s).

"Jurisdictional Dispute" means dispute between Unions and/or Unions and a Contractor over the assignment of work, or a difference between two or more Unions as to which trade or which workmen will do certain work which must be grounded and be founded upon the scope or claimed jurisdiction as set forth in the International Constitution applicable to the Claimant(s).

"Non Attested Agreements" are those which have not been filed with the Impartial Jurisdictional Disputes Board, nor attested by the Chairman of the Impartial Jurisdictional Disputes Board.

"Participating Contractor" means a Contractor working under the terms and conditions of this Agreement.

"Participating Unions" means a Union which is a member of the Council of Unions.

"Prevailing Practice" is the practice of that craft which submits valid evidence indicating that its members have performed more of the work in the area where the dispute exists than have members of other crafts. The area, for the purpose of determining the Prevailing Practice, shall be defined ordinarily to mean the geographical jurisdiction of the Province of Newfoundland and Labrador.

"Specific Work Assignment" means the assignment of work as determined by the umpire. The "intended work assignment" shall be considered the specific assignment where the assignment remains unchallenged before the umpire.

"Umpire" means the Jurisdictional Umpire appointed pursuant to Article 17:00 of this Agreement.

SECTION II PROCEDURES TO BE USED BY THE UMPIRE

1. Decisions of Record and Agreements of Record established by or recorded by the Impartial Jurisdictional Disputes Board, prevailing practice as defined, established international trade practice, together with a reasonable acceptance of considerations for efficiency and capacity to furnish construction services to the public at reasonable cost, shall be accepted by the umpire as factors in assigning work (see Article 2.2(b) of the Procedural Rules of the Canadian Plan).

2. Decisions on Assignment of work (Reference Article 17.00) – When the umpire has received a claim of work assignment from the Council of Unions or for a request for a decision from the Association or Contractor, he/she shall proceed to make a decision as outlined below:

i) Any request for a decision shall contain the following information:

Name and address of the Contractor.

Disputing trades.

The assignment of work made by the Contractor.

A full and detailed description of the disputed work.

When the request is made by the Union, it shall also state the basis of its claim for the work.

ii) All requests for services of an umpire shall be made to the RDC Office at 78 Brookfield Road, St. John's, NL.

iii) The Council of Unions shall file a copy of each request for a decision with the Association, the affected Contractor(s), the umpire and all of the Local Union(s) involved in the dispute.

- iv) When notice of a request for a decision has been sent to a Union or Contractor directly affected, the Union or Contractor shall be allowed twenty-four (24) hours (except as provided below) in which to state its position to the umpire. The Union shall be notified of this period at the same time it is sent notice of the request for a decision.
- v) Where a request for a decision has been filed with the umpire by the Council of Unions, the Association or Contractor shall be requested to furnish a full description of the disputed work.
- vi) Where two Unions have established procedures for the adjustment of jurisdictional disputes without resorting to the procedures set out herein, they shall be allowed a reasonable length of time as determined by the umpire in which to effect a settlement which settlement must be approved by the Contractor. If the Unions are unable to reach agreement, they shall jointly render a statement of facts of the dispute to the umpire for a decision.
- vii) When the umpire has decided to process a dispute in accordance with the provisions of Article 17, the Union and Contractor(s) involved and the Association shall be notified and allowed five (5) working days from receipt of the notice in which to submit evidence. The Unions shall be notified by registered mail, courier, or facsimile of this period in each case processed.

The notice must also include a clear definition of the dispute on which evidence is to be secured, and the locality from which evidence will be received which shall be the same for both trades and shall be the Province of Newfoundland and Labrador. The umpire will consider only evidence which identifies projects within the Province of Newfoundland and Labrador and the Contractor on the project. It is desirable wherever possible for the evidence to show the year the work was performed and the amount of work involved.

- viii) If the umpire finds that the dispute is not covered by an appropriate or applicable Decision or Agreement of Record, he/she shall render a decision in which he/she shall consider the established and prevailing practices, in the Province of Newfoundland and Labrador specific to major projects, in the Province of Newfoundland and Labrador in other sections of the construction industry, Canada and the United States, in accordance with Section II 1) herein, and the decision shall be effective for the duration of the Project.
- ix) The Council of Unions and the Association shall ensure that their members promptly comply with each decision of the umpire.
- x) If, during the course of consideration of a dispute, the umpire should decide that there is a substantial and material question of fact which cannot be resolved on the basis of the available evidence, the umpire shall temporarily suspend the deliberation and make the investigation as he/she deems necessary to avail himself/herself of all facts and evidence bearing on the dispute.
- xi) If, during the course of consideration of a dispute, any Party to the dispute or the umpire should decide that there is a substantial and material question of technological change attendant to a dispute which cannot be resolved on the

basis of available evidence, the umpire shall temporarily suspend the deliberations and make any investigation as he/she deems necessary to avail himself/herself of all facts and evidence bearing on the dispute and shall in any event make a decision prior to the scheduled commencement of work.

- xii) In addition to all other requirements in these Rules and Regulations with respect to the form of a decision rendered by the umpire, it is also required that any decision shall include a brief statement of the description of the work in dispute and the conclusions of the umpire with respect to the principal material issues which are involved in the dispute. The umpire's written decision shall be as brief and concise as possible.
- xiii) In keeping with the expressed intent of the Parties to address jurisdictional matters in a timely, efficient and cost effective manner, the hearing may be conducted by electronic audio/visual means.
- xiv) Each Party to the jurisdictional dispute shall pay its own expenses. The fees and expenses for the umpire shall be paid by the losing Party.
- xv) Unless and until it is re-assigned by the umpire, work shall be performed in accordance with the Contractor's final mark up and the Contractor shall have no liability in respect of work subsequently re-assigned.
- xvi) Once a decision is rendered by an umpire as to a work assignment in a mark-up, such work assignment shall not be the subject of review by an umpire for the same work assignment under a different mark up and contractors will be required to assign the work in future mark ups as per the decision of the umpire for the duration of the Project, provided that the work or the method of performing the work is the same or substantially the same as the work that was awarded by the umpire or contained in the different mark-up.

SECTION III IMPLEMENTATION OF DECISIONS

Decisions as to jurisdiction claims and decisions determining whether or not the decisions have been violated as rendered by the umpire shall be binding, final and conclusive on all of the Parties agreeing to the operation of this Jurisdiction Dispute Resolution Plan, except as otherwise provided in Section III.

To further implement the decision of the umpire, any Party, may, at any time, file a complaint in writing with the umpire alleging a violation of a decision previously made. The umpire shall thereupon set a hearing to be held within three (3) days of receipt of the complaint with respect to the alleged violation and shall notify, by registered mail or facsimile, all interested Parties of the time and place thereof. The umpire shall conduct a hearing at the time and place specified in this notice. All Parties shall be given an opportunity to testify and present documentary evidence relating to the said matter of the hearing within forty-eight (48) hours after the conclusion thereof. The umpire shall render a written decision in the matter and shall state whether or not there has been a violation of his/her prior decision. Copies of the decision shall be mailed by registered mail or facsimile to all parties thereto. Should the umpire determine that there has been a violation of his/her decision, he/she shall order immediate compliance by the offending Party or Parties.

The umpire shall take the following action to enforce compliance with his/her decision including a directive to make a specific assignment of work.

- a) He/she shall levy a fine of \$250.00 per day for each violation against the offender, i.e. Contractor and/or Union, represented by the Parties hereto. The fine shall be paid to the Council of Unions and submitted to the affected Union or Unions consistent with the decision of the umpire. Should a member of either Party to this Agreement fail to pay the amount levied within fifteen (15) days, he/she shall be deprived of all benefits of the umpire until the time as the matter is adjusted to the satisfaction of the umpire.
- b) He/she shall file an application in any court of competent jurisdiction to have his/her decision confirmed and for entry of a judgment in conformity therewith.
- c) He/she shall take any further or additional action he/she deems necessary to secure compliance with his/her decision.
- d) The umpire shall determine the losing Party in each case. If the Contractor or Association's final assignment is changed by the umpire, the Contractor or Association (whichever Party made the assignment) and the assigned trade are the losing Parties, and they shall equally share the umpire's fees and expenses. If the Contractor or Association's final assignment is not changed by the umpire, the claiming trades shall pay the umpire's fees and expenses.

SECTION IV RECOURSE

Any Party or person bound by a decision of the umpire may apply for a Jurisdictional award to the Canadian Plan, or its successor, created by the Building and Construction Trades Department, AFL-CIO, and the person or Party shall be bound by all of the Procedural Rules and Regulations of the said Canadian Plan, or its successor, except as amended by this Agreement, so far as may be applicable, and shall be bound by any Decision of the said Canadian Plan, or its successor (including any decision of the International Appeal Board provided herein) as if the decision were a decision of the umpire referred to in Section II.

Schedule "C"
LIST OF ARBITRATORS

To be agreed to by the parties.

Schedule "D"
TRADE APPENDICES

Gross Hourly Package – the Gross Hourly Package as of May 1, 2012 is equal to the Gross Hourly Rate specified under the Construction Labour Relations Association ("CLRA") Collective Agreements for the RDC signatory members to the Project Agreement. In addition to the Gross Hourly Package, the following amounts are paid:

- a. Resource Development Council Industry Fund - \$0.30 per hour paid on hours earned as per Article 28
- b. Canadian Building Trades Fund - \$0.05 per hour paid on hours earned as per Article 29

Gross Hourly Package Increases – provided above the May 1, 2012 CLRA rates are as follows:

- a. May 1, 2013 - \$2.00
- b. May 1, 2014 - \$2.50
- c. May 1, 2015 - \$2.00
- d. May 1, 2016 - \$2.50
- e. May 1, 2017 - \$2.00