

West White Rose Project
Argentia, Newfoundland and Labrador

SPECIAL PROJECT COLLECTIVE AGREEMENT

Between

WWRP Construction Employers' Association Inc.
("Association")

- and -

Council of Construction Trades Inc.
("Council of Trade Unions")

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Article 1 – Purpose

- 1.1 The purpose of this Special Project Collective Agreement (“Agreement”) is to establish certain terms and conditions of employment for employees employed by Contractors for the construction of a concrete gravity ~~sub~~-structure (“CGS”) for the West White Rose Project. The scope of work for this Agreement will include the construction activities for the CGS as more particularly defined in Schedules “A” and “B” attached hereto and forming part of this Agreement (the “Project”).
- 1.2 The Parties agree to work collaboratively, to support positive labour relations. The Parties will work to achieve the highest levels of labour productivity while embracing a respectful work environment. The Parties will focus on safe construction to ensure no one gets hurt and safety is everyone’s priority. The Parties will embrace quality workmanship to do it right the first time. Environmental stewardship will be promoted to ensure all work will be completed without harming the environment.
- 1.3 This Agreement will facilitate the participation of qualified residents of Newfoundland and Labrador, women, and members of other underrepresented groups and in that regard, the Association, Contractor, subcontractors, Council and the Unions will promote and support Gender Equity Programs and Diversity Programs established in accordance with the Benefits Strategy for the Project and meeting all Provincial regulations. The Parties to this Agreement recognize and support the principles of diversity in employment and gender equity in the workplace, and will work cooperatively to create a respectful and inclusive work culture.
- 1.4 The Agreement, including its constituent Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement forming part of this Agreement (the “Supplementary Attachments”) shall constitute a Collective Agreement for the purposes of a Special Project Order to be declared under Section 70 of the *Labour Relations Act*, RSNL 1990, c. L-1 when executed by the Parties and shall be administered as such. The terms of this Agreement shall take precedence over any existing or future union collective agreements entered into by any member union of the Council of Trade Unions or any other collective agreements that bargaining unit members represented by the Council may work under. In the event that a conflict exists between Article 1 to Article 34 of this Agreement and the Supplementary Attachments, the applicable Article in the Agreement shall prevail unless the Parties to this Agreement agree in writing otherwise.
- 1.5 The Council of Trade Unions and its member Unions, their officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The Association and its member contractors, their officers, directors, representatives and employees at all levels are bound to observe the provisions of this Agreement.
- 1.6 The Parties agree that obtaining high standards of labour productivity will be a key factor for the Project success and therefore, the Parties are committed to work together to take

affirmative steps to develop and implement innovations in productivity and efficiency. The Council, its member Unions and the members of the bargaining unit agree to cooperate in the implementation of productivity and efficiency improvement initiatives.

Article 2 – Parties

2.1 The Parties to this Agreement shall be as follows:

- a) WWRP Construction Employers' Association Inc.
- b) Council of Construction Trades Inc.

Article 3 – Definitions

3.1 The following definitions apply to this Agreement:

- a) "Agreement" or "Collective Agreement" means this Special Project Collective Agreement and the Supplementary Attachments.
- b) "Association" or "Employers' Association" means the WWRP Construction Employers' Association Inc.
- c) "Benefits Strategy" means the West White Rose Project benefits and diversity plan requirements as established by the Owner in consultation with the Province of Newfoundland and Labrador.
- d) "Contractor", "Employer" or "employer" means any contractor, or any subcontractor engaged by a Contractor, to carry out construction work at the Project, but does not include the Owner or the Owner's agent carrying out engineering, procurement, purchasing and construction management work.
- e) "Council" or "Council of Trade Unions" shall mean the Council of Construction Trades Inc..
- f) "Mechanical Completion" means the final phase of work that verifies the completeness of the construction activities and that each installed component conforms to, or is fabricated, installed and tested in accordance with the Project specifications and procedures after all construction work including contractor required testing is completed, as declared by the Contractor.
- g) "Owner", "Client", means Husky Oil Operations Limited, Suncor Energy Inc. or Nalcor Energy – Oil and Gas Inc. or any successor or nominee entity.

- h) “Party” or “Parties” means the party or parties to this Agreement namely WWRP Construction Employers’ Association Inc. and Council of Construction Trades Inc.
- i) “Project” means the construction of the Concrete Gravity Structure and associated mechanical outfitting for the West White Rose Project as defined in Schedules “A” and “B” attached hereto and forming part of this Agreement.
- j) “Province” means Newfoundland and Labrador.
- k) “Provincial Resident” means a Canadian or landed immigrant who has been ordinarily resident in the Province for a period of six (6) months prior to being name hired, selected or referred to the Project. Factors and/or current documents that may, where appropriate, be examined when determining residency include property tax assessment, lease agreement, driver’s license, vehicle registration, income tax returns, voter’s list registration or MCP number.
- l) “Site” means the geographic area of the Project as defined in Schedule “B” attached hereto and forming part of this Agreement.
- m) “TFW” means Temporary Foreign Workers being workers from outside Canada who have obtained the necessary regulatory permits to work on the Project.
- n) “Union” or “Unions” shall mean International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local 764; United Brotherhood of Carpenters, Local 579; and Labourers’ International Union of North America and the Construction General Labourers’ Union, Rock and Tunnel Workers, Local 1208.
- o) “Shift Schedule” means the number of scheduled hours of work per day.
- p) “Work Schedule” means the hours of work, number of scheduled work days and the number of scheduled days of rest to which an employee may be assigned by the Contractor.
- q) “Work” means the construction of the Concrete Gravity Structure and associated mechanical outfitting for the West White Rose Project, carried out by the Contractor members of the WWRP Construction Employers’ Association Inc. as more particularly defined in Schedules “A” and “B” and forming part of this Agreement.

Article 4 – Scope and Recognition

- 4.1 The Association hereby recognizes the Council of Construction Trades Inc. as the sole and exclusive bargaining agent for the employees of the Contractor as described in the classifications set out and attached hereto in the Classification Schedule (see Schedule “C”)

and engaged in Work on the Project. The Council of Construction Trades Inc. shall represent its member Unions and all employees working within the scope of this Agreement in all matters relative to this Agreement.

- 4.2 Where a Contractor in consultation with the Council of Trade Unions creates a new classification to be included in the Classification Schedule, the Association shall establish the classification and wage rate of the new position and the Council shall be notified in writing within seven (7) calendar days. The classification and wage rate shall be subject to negotiation with the Council. If no agreement is reached within fourteen (14) calendar days, the matter may be submitted to arbitration.
- 4.3 The Council and the Unions recognize the WWRP Construction Employers' Association Inc. as the sole and exclusive bargaining agent for all Contractors engaged in the construction of the Project. All subcontractors engaged in construction of the Project and having employees working within the scope of this Agreement shall be required, as a condition of contract award, to observe the terms and conditions of this Agreement.
- 4.4 This Agreement is limited to the Project as defined in Schedules "A" and "B" attached hereto. Bargaining rights and commitments under this Agreement do not in any way create bargaining rights or obligations for Contractors or subcontractor employees not working on the Project, nor shall such bargaining rights or commitments be the basis of support for the creation of any bargaining rights or obligations outside the Project.
- 4.5 This Agreement does not apply to:
 - a) Construction trade supervisors above the rank of general foreperson, those excluded under the *Labour Relations Act* of Newfoundland and Labrador, office staff employed in a confidential capacity in matters related to labour relations, engineering staff, survey staff above rank of Instrument Person, laboratory technicians, technical and drafting personnel, Survey engineers, Quality Assurance and Control personnel.

Tradespersons involved with actual testing/inspections of welds, x-rays, non-destructive testing would be part of the bargaining unit.
 - b) Employees of the Owner or any of their subsidiaries. The Parties recognize and agree that employees of the Owner or any of their subsidiaries shall not perform work within the trade classifications and scope of work provided for in the Agreement.
- 4.6 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 by the Owner, or their subsidiaries and affiliates and their successors with the Unions or any affiliates of either Union, 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, 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, their subsidiaries, affiliates and their successors or to any employees of the aforementioned.

- 4.7 The Association shall designate, in writing, one or more Project representatives with full authority to administer the terms of this Agreement (“Association Project Representative”). The Council and the Unions agree to recognize said representatives and their authority to carry out those duties. There shall be at least one Association Project Representative as an ex-officio member of all joint committees. Should the Association change any of its designated Association Project Representatives, it shall inform the Council of such change in writing. The Association will be responsible for all costs associated with the Association Project Representative position(s).
- 4.8 The Council shall designate one or more Project representative(s), in writing, with full authority to administer the terms of this Agreement (“Council Project Representative”). The Association and Contractors agree to recognize said representatives and their authority to carry out their duties. There shall be at least one Council Project Representative as an ex officio member of all joint committees. Should the Council change any of its designated Council Project Representatives, it shall inform the Association of such change in writing. The Council will be responsible for all costs associated with the Council Project Representative position(s), however, the Association shall ensure that reasonable office accommodation is available on the Site for the use of the Council Project Representatives. In addition, the Association shall ensure that a vehicle is made available for use of the Council Project Representatives for the performance of their duties, should use of a vehicle be reasonably necessary to conduct Council business.
- 4.9 The Contractor(s), including any supervisor or manager of a Contractor, the Unions or any member of the bargaining unit 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. Any agreement on any matter within the scope of this Agreement or any agreement as to the interpretation of this Agreement shall be null and void and not enforceable except as provided in the herein Article. Only the Employers’ Association and the Council of Trade Unions may, by written agreement signed by the duly authorized representative of each Party, amend the terms of this Agreement or enter into agreement as to the interpretation or application of this Agreement.
- 4.10 The Council of Trade Unions and the Unions jointly and severally agree with the Employers’ Association and its member Contractors and subcontractors and with each other that during the term of this Agreement, and any extension to the term of this Agreement, the Council will continue to be the bargaining agent for all employees who come within the scope of

this Agreement. The Council agrees that during the term and any extension to the term of this Agreement, not to seek to bargain individually with 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

- 5.1 The Contractors retains full and exclusive authority for the management of their business in all respects, subject to the provisions of this Agreement.
- 5.2 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 the required number of employees;
 - c) to hire, 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 competence, 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 reasonable policies, procedures, rules and regulations to be observed by employees, and non-compliance may involve discipline, including dismissal, providing it doesn't conflict with the Agreement.

It is agreed that the above list is not to be deemed to exclude other management functions and rights.

Article 6 – Union Security

- 6.1 The Association, Contractors, Council and Unions agree the Council shall exclusively represent all employees performing Work on the Project, within the classifications set out in the Classifications Schedule attached hereto and forming part of this Agreement.
- 6.2 The Contractor agrees to deduct from the earnings of all employees covered by this Agreement union initiation fees, dues, assessments and working field dues ("Union Dues and Assessments") as a condition of employment, in an amount as directed by the Council

from time to time.

- 6.3 Payment of all Union Dues and Assessments are a condition of employment and shall be deducted by the Contractors and remitted to the Council as specified in the Classification Schedule. These deductions shall be authorized by any employee covered by this Agreement. Any employee, who refuses or neglects to sign the appropriate authorization forms, or who revokes the authorization will be deemed to have forfeited his/her right to employment on the Project and will be deemed to have voluntarily resigned.
- 6.4 The Contractor shall deduct the Union Dues and Assessments and forward such monies to the Council on or before the fifteenth (15th) day of the following month. When remitting Union Dues and Assessments the Contractor shall provide the name, address and classification of each employee from whose pay such deductions have been made.
- 6.5 Where the Contractor has complied with the Union Dues and Remittances in accordance with the Collective Agreement, the Council shall save the Contractor harmless from any and all claims that may be made against the Contractor for amounts deducted and remitted to the Council in accordance with this Article 6.
- 6.6 All new employees shall comply with union rules, regulations, constitution and by-laws of the Council prior to dispatch and will have their initiation fees, if any, deducted from their first pay unless directed otherwise by the Council. Council will use all reasonable efforts to process and dispatch new members without delay.
- 6.8 The Association and Contractors shall not discriminate against any employee by reason of membership in a trade union.
- 6.9 The Parties agree that International Representatives, Business Managers and Agents of the Unions, designated in writing by the Council to the Association, shall have reasonable access to the Site on the Project to conduct Council or Union business. The Council shall be responsible for the administration of this Agreement. However, it may be necessary from time to time for other construction trade union business managers or agents, who have members in common with the Council working on the Site, to attend at the Site on the Project, which trade union business managers or agents shall be accompanied by a Council Project Representative. Admission to the Site shall be subject to all Association, Contractor and Owner/Client policies, procedures, standards and regulations applicable to Site access and shall not interfere with the progress of Work. Prior arrangements for access to the Site will be made with the appropriate Council Project Representative through the Association Project Representative. The appropriate Association Project Representative shall be given twenty-four (24) hours' notice of a Site visit, whenever practical.

Article 7 – Hiring Provisions

7.1 The Parties agree that creating a sustainable and flexible workforce will 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.

The Parties agree to work cooperatively 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 for this Project or any employment equity plan applicable to the Project and as defined by the Owner/Client for the defined scope of Work for the Project.

7.2 The Parties are committed to working cooperatively to identify, recruit and employ workers in the following order of priority for work on the Site and as defined by the Benefits Strategy:

- a) Qualified Provincial Residents who are members of the Unions and who will be represented by the Council;
- b) Qualified Provincial Residents who are members of other construction trade unions and who will be represented by the Council;
- c) Females and persons from underrepresented groups who are Provincial Residents and who have the necessary skill, ability and qualifications to perform the work, regardless of union membership;
- d) Qualified Provincial Residents;
- e) Qualified members of the Unions or other construction trade unions, who are residents of Atlantic Canada;
- f) Qualified Canadian workers, who are members of affiliated unions;
- g) Other qualified Canadian citizens;
- h) Qualified legal residents of the United States of America, who are members of affiliated unions;
- i) Other qualified TFWs who are authorized to enter and work in Canada.

7.3 All workers hired, pursuant to Article 7, shall be represented by the Council and pay Union Dues and Assessments upon and after hiring as per Article 6.

7.4 The Parties agree that should TFWs be required for employment on the Project, it shall be at the mutual agreement of the Parties and the following will apply:

- a) TFWs will be initially accessed from the hiring halls of local affiliates of American unions. If such unions cannot supply TFWs within two (2) weeks from receipt of the request, such TFWs may then be accessed from other sources.
 - b) TFWs will be subject to the same financial and other terms and conditions of this Agreement as Canadian workers.
- 7.5 The Council and Unions will fully cooperate in the TFW application process, including the execution of any documents that are reasonably necessary to support an application for utilization of TFWs to the applicable federal department or any other federal regulatory agency. All documented costs associated with TFW applications will be paid by the Contractor.
- 7.6 Except as provided in this Agreement, the Parties agree to adhere to the following hiring procedure:
- a) The Contractor shall name hire or select all Forepersons and General Forepersons;
 - b) The first employee shall be appointed by the Council with the next five (5) employees being name hired or selected by the Contractor and then the next five (5) employees being referred by the Council;
 - c) All remaining hires shall be dispatched on a 50/50 basis with the Contractor selecting the first employee and the Council referring the next and so on thereafter;
 - d) All employees name hired by the Contractor or referred by the Council to work on the Project must be referred, in writing, by the Council before reporting for work.
- 7.7 a) The Parties agree that highly qualified supervision is fundamental to the success of the Project, therefore the following will apply:
- i. Forepersons will be selected or name hired after having received Contractor provided multifaceted orientation and training, including but not limited to Site and collective agreement orientation, safety, environment, Code of Excellence, cultural and gender sensitivity, mentoring and coaching, application of scheduling and budgeting, respectful workplace, labour relations dispute resolution pursuant to the Agreement, communication skills, productivity, leadership, team building, management of and maintaining schedule, safety and quality process, in advance of coming to work so that they have the skills and tools to succeed.
 - ii. Forepersons may be hired without having received the training described in

Article 7.7 (a)(i) above in which case such Foreperson shall receive the training within 30 days after being hired.

- iii. The Contractor may promote a journeyman to the position of Foreperson or Foreperson to the position of General Foreperson. For greater clarity, a Contractor is not permitted to promote an apprentice to the position of Foreperson. Within 30 days after the appointment, such Foreperson shall receive the training set out in paragraph 7.7(a)(i) above.
 - iv. The designation and determination of the number of Forepersons shall be made by the Contractor. The number of Forepersons required for the work to be performed shall take into account safety, productivity and efficiency. The Foreperson to worker ratio per trade shall not exceed ten (10) workers to one (1) Foreperson, unless modified by mutual agreement of the Contractor and Council. The Contractor may utilize Working Forepersons for crews of four (4) or less, taking into account safety, productivity and efficiency. For further clarity, the Working Foreperson shall be included in the crew of four (4).
 - v. Contractors shall determine when and if General Forepersons are required to be employed, which decision shall be based upon the nature and requirements of the work to be performed and taking into account safety, productivity and efficiency. General Forepersons shall not have more than three (3) Forepersons reporting to them at any given time, except by mutual agreement of the Parties.
 - vi. The selection of qualified Forepersons and General Forepersons, subject to availability, shall be in alignment with the Benefits Strategy and Gender Equity and Diversity objectives for this Project.
- b) The Parties agree that it is fundamental to the success of the Project to have highly trained employees, and accordingly agree to the following:
- i. All employees who have been selected or name hired by the Contractor and/or referred by the Council shall receive Contractor provided pre-employment multifaceted orientation and training, prior to commencing work on the Project, including but not limited to, Site and Collective Agreement orientation, safety, environment, Code of Excellence, cultural and gender sensitivity, respectful workplace, dispute resolution pursuant to the Agreement, jurisdiction and productivity, so that such employees have the skills and tools to succeed.
- c) Employees being selected or name hired by the Contractor and/or referred by the Council to the Project must be “job ready”, having completed WHMIS, fall arrest, confined space and powerline hazard certifications prior to being referred to the Site. Such certifications shall have been completed at the cost of the employee, however, where the employee’s training certification expires in the course of their

employment on the Project, the cost for recertification shall be paid by the Contractor.

- d) The Parties will collaborate to identify and access available funding for the purposes of developing and delivering the pre-employment training as contemplated by 7.7 (a) (i), 7.7 (b) (i) and 7.7 (c).

7.8 If the Council is unable to supply the employees required within three (3) days from the date requested, exclusive of Saturdays, Sundays and holidays, the Contractor may hire from other sources. Each employee hired from other sources will be governed by the terms and conditions of this Agreement and dispatched by the Council in a timely manner.

7.9 The Council recognizes the Contractor's right to evaluate employees to determine their skill, ability, suitability, level of productivity and efficiency and qualifications to perform the work required. The Contractor shall be entitled to refuse to continue to employ an individual and return the individual to the Council hiring hall within two weeks of the individual commencing active employment with the Contractor where the individual does not meet the Contractor's expectations with respect to the skill, ability, suitability, level of productivity and efficiency and qualifications to perform the work required. In cases where referrals are denied or an individual is returned within two weeks of active employment, the Contractor understands its requirement to advise the Council of the reason(s) for refusing such referrals in writing.

7.10 The Parties agree to the following:

- a) The Council and Union(s) recognize that the Contractor has the right to determine medical and physical fitness requirements to suit the work condition.
- b) Employees shall be required to undergo a pre-employment drug and alcohol screen and medical examination and/or a pre-employment assessment to determine if such employee is fit to perform the applicable work. The Association will determine the criteria for medical examination or assessment to be performed by a physician or a qualified health professional, as named by the Contractor.
- c) Any employees, who have been laid off from the Project for a six (6) month period, or more, shall be required to undergo another pre-employment medical examination and/or pre-employment assessment to determine if such employee is fit to perform the applicable work.
- d) Where it is not practical for a prospective employee to report to a physician or such other qualified healthcare professional named by the Contractor, the Contractor may approve the prospective employee to report to another physician to receive a pre-employment medical examination, in accordance with the criteria determined

pursuant to Article 7.10 (a), above.

- e) The Contractor shall pay the reasonable costs for the physician or such other qualified healthcare professional approved by the Contractor to perform the pre-employment medical examination and pre-employment assessment.
- 7.11 Once employed on the Project, an employee, subject to the Contractor's approval and requirements, shall be permitted mobility for employment anywhere within the Project, as long as they continue on the payroll of the same Contractor.
- 7.12 Once an employee working on the Project resigns his or her employment with a Contractor, such employee will not be permitted to work on the Project for sixty (60) days from the date such employee ceased to be employed.
- 7.13 In the event that an employee is terminated for just cause, then such employee will not be named hired or referred to the Project, except by agreement of the Parties or in the event the termination is set aside and a lesser penalty is imposed. In the event that an employee is suspended for just cause then after such suspension that has been imposed or upheld is served, then such employee may be name hired or referred to the Project.

Article 8 – Work Teams

- 8.1 The Council of Trade Unions, Unions, Employers' Association and Contractors are committed to:
- (a) maintaining a healthy, respectful and trusting work environment;
 - (b) fostering open and positive relations;
 - (c) working cooperatively to maximize productivity; and
 - (d) consulting with each other and work in partnership to create a work team environment based on peaceful and harmonious relationships.
- 8.2 The Association, Contractor(s), Council and Unions agree that the utilization of Work Teams and a team based approach is essential to the Project success, providing maximum productivity and flexibility for the efficient and effective performance of work completed on time and within budget.
- 8.3 The Association, Contractor(s), Council and the Unions agree that Work Teams will be composed of different employee classifications, with the necessary skills and qualifications required to perform and complete the work assignment(s). The creation of any specific Work Team shall not prohibit or restrict a Contractor from creating a Work Team for the same, or different, type of work with a different composition of classifications or employees.
- 8.4 To promote and develop the Work Team approach, there will be a Work Team Committee

consisting of the following:

- (a) three Council Project Representatives;
- (b) three Contractor or Association Project Representatives.

8.5 Work Teams for specific scopes of Work may be utilized subject to the following:

- (a) The Contractor shall provide the following detail to the Work Team Committee, prior to the start of the work for which the Work Team is requested;
 - (i) scope of the Work;
 - (ii) trades to be utilized;
 - (iii) the number of hours estimated to complete the Work for each trade; and
 - (iv) the estimated number of employees per trade to create the Work Team requested. The Council shall provide employees to work on the Work Team on a proportional basis consistent with the estimated hours of Work per trade.
- (b) The Contractor shall propose a Work Team composition to the Work Team Committee and the Work Team Committee shall review and decide upon the composition of the Work Team.
- (c) It is understood that the effective and efficient use of Work Teams is crucial to Project success in terms of maximizing productivity, job security and longevity. With this in mind, the Contractor and the Council agree to fully cooperate in the development and engagement of Work Teams for the Project.

8.6 The following procedure shall be followed for the utilization of Work Teams:

- a) The Council, subject to availability, shall provide employees to work on the Work Team on a proportional basis consistent with the estimated hours of work per trade. The Contractor shall select the first Foreperson and General Foreperson, if applicable, from the trade providing the greatest number of employees to the Work Team. If additional supervision is required, the supervision shall be provided on a proportional basis, if practical. The Contractor commits to fairness and a cooperative approach to the selection of supervision for the Work Team. It is understood by the Parties that supervision will not be duplicated based on jurisdiction.
- b) The Council dispatching employees to a Work Team shall advise the employees that they shall be working on a Work Team.
- c) Employees shall perform the Work they are assigned.
- d) Work Team assignments shall be on a without prejudice basis.

8.7 In the event of a material change in any of the circumstances that led to the creation of the Work Team under this Article 8, either Party may request the Work Team Committee to review its decision and make the necessary adjustment.

- 8.8 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 occasionally be required to perform work in and outside of his/her trade or craft.

Article 9 – Trade Jurisdiction

- a) There shall be no work stoppages in respect to jurisdictional disputes. Jurisdictional disputes will not interfere in any way with the progress of work at any time.
- b) Decisions with respect to the assignment of work and the trade required to perform the work shall be made by the Contractor, after reasonable consultation with the Association and Council in advance of the assignment, and shall be based on a consideration of the following:
 - i. skill, ability and qualifications required for performance of the work;
 - ii. safety, efficiency, cost, continuity and good management of the Contractor; and
 - iii. core trade union competencies required to perform the work based on the experience of the Association and Council in the construction industry in Newfoundland and Labrador.
- c) All decisions of the Contractor with respect to the assignment of work shall only apply to the Project and the Contractor shall assign work in accordance with Article 9(b) with the primary purpose of ensuring work is executed in the most efficient, productive and safe manner by employees who have the skill, ability and qualifications to perform the work.
- d) Should the Council or Unions dispute the assignment of work, the Council shall consult with the Association within twenty-four (24) hours with respect to the dispute. Where, following the consultation, the dispute remains, the dispute shall be dealt with expeditiously in accordance with the following procedure:

Step One

Once identified, a jurisdiction disagreement shall, if reasonably possible, be resolved by the Council within five (5) business days of the dispute being raised, based upon Article 9(b). If the Council cannot resolve the dispute in a manner agreeable to the Unions, within the five (5) days, either Union may refer the dispute to Step Two within the three (3) days following the expiry of the five (5) day period.

Step Two

Any Union shall have the right to refer the matter to arbitration. The dispute shall be referred to an Arbitrator identified in Schedule “D” for final resolution in accordance with the expedited arbitration provisions provided for herein. The Contractor shall be entitled to attend and make representation at the arbitration hearing. The decision of the Arbitrator shall not be retroactive (shall not apply to work already performed) and shall only apply

forward from the date of the award. The parties further agree that taking into account the factors in Article 9(b), the Arbitration award shall not, where reasonably practical, require the Contractor to increase the number of employees required to perform the work.

Article 10 – Access to Site

- 10.1 Notwithstanding any provision herein, vehicles transporting or delivering materials, modules, goods and/or supplies to and from the Project, including crushed materials and aggregates not available at the Site, which are not operated by members of the bargaining unit, shall be permitted to deliver, drop off or pick up at multiple locations on the Project at or near the point of installation, use, marshalling or such other area(s) as directed by the Contractor. Subsequent re-handling at the Site will be by bargaining unit members. Any module, materials, goods or supplies transported to the Project requiring specialized delivery may be delivered from its point of deportation to its point of installation, use, marshalling or any other area(s) as directed by the Contractor by personnel who are not members of the bargaining unit. Vehicles picking up or delivering garbage containers, courier packages, mail, food or other materials at multiple locations on the Project may be operated by persons who are not members of the bargaining unit. No bargaining unit member will be required to accompany the driver of such vehicles or equipment.
- 10.2 Batch Plants, Crushers, and Quarry Operations conducted at the Site shall be covered by the terms of this Agreement. All truck transportation of aggregate, till, materials and spoil at the Site is under the terms of this Agreement. If concrete is required prior to the setup of the site Batch Plant(s), deliveries will be made to the points of installation by personnel who are not members of the bargaining unit. If the capacity of the batch plant(s) operation on Site cannot supply the required concrete in a timely fashion, or in case of breakdown of the plant(s), or in circumstances outside of the control of the Contractor, concrete deliveries may be made to points of installation on an as needed basis only, by personnel who are not members of the bargaining unit.
- 10.3 Repair work on any equipment on Site where bargaining unit employees do not have the skill, ability or expertise to perform such work, the Contractor may, after consultation with the Council, have the repair work performed by persons who are not members of the bargaining unit. Where the non-bargaining unit person(s) performing the work require assistance and bargaining unit employees have the skill, ability and expertise to perform the work, bargaining unit employees shall provide the assistance.
- 10.4 Specialized work or work requiring proprietary technology, as determined by the Contractor after consultation with the Council, to be performed on the Project, may be performed at any location on the Project by persons who are not members of the bargaining unit.

10.5 In order to maintain the validity of a factory warranty, and where it is not practical 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 bargaining unit, including vendor representatives.

Article 11 – Security and Site Regulations

11.1 The Contractor, in consultation with the Owner/Client, shall develop one consistent set of appropriate rules, procedures, standards or regulations to safeguard the Project or any portion of the Project or the area of the Project controlled by the Association, Owner and/or Contractor and to govern the behavior and conduct of all persons therein.

Article 12 – Health and Safety

12.1 The Parties acknowledge that health and safety is a shared responsibility for every person participating in the Project. The Parties acknowledge that a “safety first” culture and a healthy work environment will be the foundation of a successful Project.

12.2 All work shall be performed in accordance with the Occupational Health and Safety Act and in compliance with all Project Health and Safety regulations, rules, policies, standards or procedures a copy of which shall be provided to the Council. 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.

12.3 The Parties acknowledge and recognize the mutual value of improving, by all proper and reasonable means, the health and safety of the employees and will co-operate to promote health and safety.

12.4 Where the Contractor determines after an employee has been hired, that the nature of the work will require the employee to be supplied with specific safety equipment to safely perform his/her duties, all such safety equipment and/or devices shall be supplied, at the Contractor’s expense, in accordance with the intended use. Notwithstanding the foregoing, the Contractor shall provide to each employee upon commencement of employment, the following specific articles for use by the employee in the course of their employment on the Project:

- 1) one (1) safety hat colour coded by trade together with a winter liner;
- 2) one (1) safety vest;
- 3) appropriate work gloves;
- 4) non-prescription safety glasses;
- 5) rain gear (jacket and pants) and appropriate protective clothing (including

- rubber boots) when the nature of the job requires such clothing as determined by the Contractor in its sole discretion; and
- 6) such equipment shall be of reasonable quality, fit and size for the employee.

The employee will be responsible to provide his/her prescription safety eyeglasses and personal safety footwear required for normal working conditions. If the employee requires prescription lenses, and does not possess approved 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 (\$250.00) for the life of the Agreement, subject to confirmation of receipt to verify costs.

- 12.5 All such equipment or articles provided under Article 12.4 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.
- 12.6 All personal protective equipment, whether employee or Contractor supplied, shall be Canadian Standards Association (CSA) approved.
- 12.7 Where an employee's prescription safety eyeglasses are accidentally damaged or broken, in the course of the performance of their duties, the Contractor agrees to pay up to a maximum cost of \$250 per employee for the life of the Agreement, to have prescription safety eyeglasses repaired or replaced, at the option of the Contractor (~~Subject-subject~~ to acceptable verification of the cost of repair or replacement being provided to the Contractor).
- 12.8 The employee, except as otherwise provided for in this Agreement, shall be responsible to provide his/her personal safety footwear which is suitable for their work environment. Safety footwear shall meet CSA standards and be a type appropriate for their normal work duties and conditions. If safety footwear requirements exceed these standards, the associated extra costs will be at the Contractor's expense.
- 12.9 The Joint Occupational Health and Safety Committees shall be established at the Project or an area of the Project in accordance with the Occupational Health and Safety 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 the Committee shall receive, without loss of earnings, all training necessary to carry out their duties.
- 12.10 The Parties agree to comply with the *Workplace Health, Safety and Compensation Act* of the Province of Newfoundland and Labrador.

12.11 The Contractors, Unions and bargaining unit members agree to comply with the obligation to participate in job observations and investigations.

Article 13 – Human Rights

13.1 The Parties agree to comply with the Newfoundland and Labrador *Human Rights Act, 2010*.

Article 14 – Strikes and Lockouts

14.1 The Contractor and the Unions and the bargaining unit members agree that maintaining a positive work environment based on trust, respect and accountability is essential to the Project success and there shall be no labour disputes. The Association, its Contractor members, the Council, Unions and the bargaining unit members agree to the following:

- a) During the life of this Agreement there shall be no lockout by the Employers' Association, Contractor or subcontractors and there shall be no strike on the part of the Council of Trade Unions, the Unions or bargaining unit members. Strikes and lockouts shall have the meaning defined in the Newfoundland and Labrador *Labour Relations Act* and shall include, but not be limited to, work slowdowns or any other concerted activity designed to restrict or limit productivity or to support, encourage, condone or engage in concerted activities such as strike, work stoppage, picketing or organized slow-downs intended to restrict or limit productivity that affects any aspect of the Site.
- b) If after an investigation has been completed, which investigation shall include consultation with the Council of Trade Unions and the Unions, the Employers' Association and Contractor determines that an employee(s) has instigated an illegal strike contrary to Article 14.1(a), such employee(s) shall be terminated and shall not be name hired, selected or referred by the Council, Union, the Contractor or any sub-contractor to the Project. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 14.1(a) has occurred, the arbitrator shall have no jurisdiction to substitute a lesser penalty.
- c) If after an investigation has been completed, which investigation shall include consultation with the Council of Trade Unions and the Unions, the Employers' Association and Contractor determines that an employee(s) has participated in an illegal strike contrary to Article 14.1(a) such employee(s) shall be subject to disciplinary action up to and including termination and, where terminated, shall not be referred by the Council, Union, the Contractor or any sub-contractor to the Project. Should such discipline be grieved and subsequently arbitrated, the Parties

agree that should an arbitrator determine that a violation of Article 14.1(a) has occurred, the arbitrator shall have no jurisdiction to substitute a lesser penalty, except in the case of exceptional mitigating circumstances.

- d) The Council and Unions agree that they will continue work without disruption if other parties who are not signatory to this Agreement cause restricted access to the Site. In such case, the Council and Unions will work co-operatively with the Association, Contractor and/or the Owner/Client to obtain the required injunction(s) to allow work to proceed without delay should there be illegal activity that slows or impedes the work in any way. Association and/or Contractor shall be responsible for costs associated with such injunction application.

Article 15 – Liaison Committee

- 15.1 A Liaison Committee shall be established within thirty (30) days following the date the Lieutenant Governor-in-Council issues a Special Project Order respecting the Project and shall meet upon reasonable notice at the call of either of the Parties signatory hereto, or at least quarterly, to discuss matters of mutual interest pertaining to the Project and/or this Agreement, with the objective of promoting and maintaining beneficial relations and cooperation between the Parties, and of ensuring the achievement of the purposes of this Agreement.
- 15.2 The Liaison Committee shall consist of a maximum of three (3) representatives from each of the Council and the Employers' Association (maximum to be 6). The primary function and purpose of the Committee is to reach consensus among the parties on all matters related to the intent and Purpose of the Agreement.
- 15.3 The responsibilities of the Liaison Committee shall include:
 - a) Establishing terms of reference for the Liaison Committee giving due recognition to the language and intent and purposes of this Agreement. It is also the intention of the Parties that the Liaison Committee will be respectful of the collective bargaining, collective agreement administration and other bargaining agent roles and responsibilities of the Employers' Association and Council of Trade Unions.
 - b) Establishing rules of procedure for the Liaison Committee to carry out its responsibilities.
 - c) Establishing processes to ensure that decisions of the Liaison Committee that affect this Agreement are recommended to the parties for incorporation into this Agreement.
 - d) Establishing methods of resolving issues that the Parties to and the persons bound by this Agreement are unable to quickly resolve.
 - e) Assisting in the development, implementation and administration of initiatives towards the enhancement of quality and productivity.

- f) Dealing with the matters as are referred to it through this Agreement.
 - g) Establishing and implementing programs and measures to enhance the training and mentoring of Supervisors, candidates for supervisory positions, Stewards, candidates for steward positions, and apprentices.
 - h) The Liaison Committee will meet on a regular basis, but at a minimum quarterly.
- 15.4 The Liaison Committee shall, within 30 days of being established, develop a Code of Excellence designed to uphold the highest industry standards in the workplace and ensure Owner satisfaction. The program shall be designed to promote Union members' skills and safe, efficient and productive work practices on the Project, while fostering a positive labour/management relationship for the Project. The Code of Excellence shall be included in the orientation for all employees coming to the Site, shall guide the behavior of the Parties and employees and provide the framework for the relationship of the Association and the Council as outlined in Article 1.

Article 16 – Grievance, Mediation and Arbitration

- 16.1 It is the mutual desire of the Parties that any issue arising out of the interpretation, application or alleged violation of the Agreement, including those related to discipline, shall be adjusted, without strike, lockout or slowdown of work, as quickly as possible in accordance with the procedure outlined below. For the purpose of this Article, working days means those scheduled days of work for the affected employee or employees.

Any employee, assisted by his/her Steward, and Council Project Representative, if he/she so desires, may present an issue to the immediate Supervisor within two (2) working days after the circumstances giving rise to the issue have occurred or within two (2) working days of the employee becoming aware of the circumstances. The Supervisor may be assisted by the appropriate Association Project Representative, if he/she so desires. Such resolution of the complaint shall not contravene the terms and conditions of this Agreement but is solely for the purpose of resolving the matter and shall not be considered as precedential or binding in any other grievance dispute.

The parties shall use every reasonable effort to resolve issues at this stage prior to proceeding to Step 1.

The immediate Supervisor will render a decision within one (1) working day. Decisions at this stage are rendered solely for the purpose of resolving the issue and shall not be considered as binding or precedential in any other disputes.

- Step 1** Any employee, assisted by his/her Steward, and Council Project Representative, if he/she so desires, may present an issue in writing to his/her immediate Supervisor within five (5)

working days after the circumstances giving rise to the issue have occurred or originated or within five (5) working days of the employee becoming aware of the circumstances. The stated issue shall contain a description of the issue in dispute, the Article or Articles of the Agreement which it is alleged are being violated and the remedy sought. The Supervisor will render his/her decision, in writing, within three (3) working days of being presented with the issue. The Supervisor may be assisted by the Association Project Representative, if he/she so desires.

Step 2 Should the issue be unresolved, a Council Project Representative, may submit the matter, in writing, within a further four (4) working days to a Association Project Representative. The stated issue shall contain a description of the issue in dispute, the Article or Articles of the Agreement which it is alleged are being violated and the remedy sought. Prior to the second step meeting, the Association and Council commit to engage in a joint fact finding exercise with a view to developing a common understanding of the facts surrounding the dispute, to better position the Parties to resolve such dispute. The Association will render a decision, in writing, within four (4) working days of the conclusion of the joint fact finding exercise.

Step 3 If unresolved at Step 2, as a final attempt to resolve the issue, the Association Project Representative(s) shall meet with the Council Project Representative(s) within four (4) working days. If no resolution can be achieved within four (4) working days, the matter may be referred to arbitration by the Council in accordance with the procedure contained herein.

16.2 a) In case of suspension or discharge, an issue may be initiated at Step 3.

b) The Parties agree that any issue, which has not been settled, may be referred to mediation by mutual consent.

Use of mediation shall not limit the right of the Parties to use the Grievance Procedure. The Parties agree that, failing a mutual and timely mediated resolution, either Party may proceed to utilize the grievance provisions under this Article. Either Party may terminate, in writing, the mediation process at any time and proceed directly to Step 3 of the Grievance Procedure. The Parties agree that the time limits set out in the Grievance Procedure shall be suspended while a matter is referred to mediation.

Should a Party wish to mediate an issue, it must advise the other Party, in writing, of its desire to do so. Both Parties must mutually agree upon a neutral third person, who will assist the Association/Contractor and the Council/Union to discuss the issue and reach a resolution in a mutually acceptable manner. When mediation results in a mutual resolution of the grievance, the Parties will sign a Mediation Agreement. If the Parties have identified an issue is not appropriate for mediation, either party may continue with the grievance process.

A mediated settlement, which resolves the issue, shall not be considered as binding in any other disputes.

A Mediator, appointed under this Article, shall not be used as the Arbitrator in the same matter.

- 16.3 a) It is understood that the Association may file an issue, in writing, with the Council commencing at Step 3 and if the issue is not successfully resolved within four (4) working days, the Association may refer the issue to arbitration.
- b) It is understood that the Council may file an issue, in writing, with the Association commencing at Step 3 and if the issue is not successfully resolved within four (4) working days, the Council may referred the issue to arbitration.
- c) The Parties hereto agree that only the Council and/or Association has authority to file a grievance and refer a matter to arbitration.
- 16.4 Any referral to arbitration will be made within two (2) working days of the final decision of Article 16.1, Step 3. The Arbitrator will be appointed as follows:
- The Arbitrator shall be selected in rotation from a panel of five (5) Arbitrators, acceptable to the Parties, identified in Schedule "D" attached hereto and forming part of this Agreement. The panel shall be updated by the Parties once each year during the term of this Agreement and any changes to the panel shall be mutually agreed by the Parties, in writing. Should the Arbitrator whose turn it is, be unable to act, within the time requirements outlined in Articles 16.5 and 16.6, the next Arbitrator on the list will be selected. Should none of the arbitrators named in Schedule "D" be available to act, the Parties may agree to the appointment of another arbitrator.
- 16.5 The Arbitrator shall, within five (5) working days of his/her appointment, convene a meeting to hear the relevant evidence. The decision of the Arbitrator shall be final and binding on the Parties.
- 16.6 The Arbitrator shall render his/her decision in writing to the Parties within five (5) working days of the hearing, unless otherwise specified by consent of the Parties.
- 16.7 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 16.8 The Parties agree that the Arbitrator's fees and expenses shall be shared equally.
- 16.9 Each of the Parties to and every person bound by this Agreement and every person on whose behalf the Agreement is entered into shall comply with the provisions for final settlement contained in this Agreement and shall comply with any decision of the Arbitrator appointed in accordance with the provisions herein and shall do or abstain from doing anything required by that decision.
- 16.10 Time limits are mandatory but may be adjusted by mutual agreement of the Parties, evidenced in writing.
- 16.11 It is recognized that by mutual agreement of the Parties, evidenced in writing, the Grievance and Arbitration Process and time limits may be waived and the issue referred directly to arbitration.
- 16.12 Either Party to an arbitration procedure shall notify the other Party, in writing, of any preliminary objection within four (4) working days prior to the commencement of the Arbitration hearing in accordance with Article 16.5.
- 16.13 Notwithstanding the foregoing, either Party may refer an issue from Step 3 to expedited arbitration in accordance with Schedule "F" attached hereto and forming part of this Agreement.

Article 17 – Shop Stewards

- 17.1 Stewards shall be appointed by the Council. Gender Equity and Diversity shall be considerations in the appointment of stewards in order to comply with the Benefits Strategy. When a scheduled second and/or third shift occurs, stewards for such shift(s) shall be appointed. Such appointments shall be confirmed in writing to the Employers' Association and the Contractor. Stewards assigned to represent a particular shift will not retain their status if that shift is cancelled.
- 17.2 Article 17 does not affect a Contractor's right to determine where and when employees work or what shifts they work on, however, the Steward shall be assigned to shifts in consultation with the Council to assure the most appropriate Steward coverage for the Site taking into account safety and efficiency.
- 17.3 Stewards shall not be discriminated against in the performance of Council 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.

- 17.4 There shall be no non-working stewards. Subject to Article 17.3 above, stewards will be granted sufficient time to conduct their legitimate union duties during working hours. All union duties performed during working hours shall be at the steward's applicable rate of pay in accordance with the Agreement. Stewards will not be paid for duties performed outside of their regularly scheduled work hours.
- 17.5 Stewards shall be the last employee laid off where the steward has the skill, ability and competency to perform the required work.
- 17.6 Where overtime is worked by a crew, the steward shall be one of the overtime crew or the Council shall be given the opportunity to designate a replacement steward in the event he/she does not possess the necessary qualifications to do the work.
- 17.7 The Council agrees that the number of shop stewards will generally be limited to one (1) per trade per shift per Contractor. Certain circumstances may require a deviation from this general rule upon mutual agreement between the Association and the Council.

Article 18 - Travel and Board Allowance

- 18.01 There shall be no room and board, travel allowance, mileage or pay for travel time applicable under this Agreement except as provided in this Article.
- 18.02 For purposes of this Agreement, all travel distances will be determined by the distance from the Site parking lot to the town hall in the community of the employee's Permanent Residence. Communities without a town hall shall have a public building selected by the Liaison Committee as the demarcation.
- 18.03 For the purpose of this Article the definition of "Permanent Residence" for a resident of Newfoundland and Labrador shall be 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 that may, where appropriate, be examined when determining residency include property tax assessment, lease agreement, driver's license, vehicle registration, income tax returns and voter's list registration."

- 18.04 **Board Allowance** - Employees will be compensated for board allowance based upon the following travel zones:

- (a) Within the **Free Zone**, 0 to 49 kilometers: Employees traveling to work whose Permanent Residence is within the Free Zone, using the most direct route, shall travel to and from the Site at their own expense.
- (b) **Zone 2** – 50 to 75 kilometers: Employees travelling to work whose Permanent Residence is within Zone 2, using the most direct route, shall be paid one-third (1/3) (prorated) of the daily board allowance per day worked or reported.
- (c) **Zone 3** – 76 to 99 kilometers: Employees travelling to work whose Permanent Residence is within Zone 3, using the most direct route, shall be paid two-thirds (2/3) (prorated) of the daily board allowance per day worked or reported.
- (d) **Zone 4** – 100 kilometers or greater: Employees travelling to work whose Permanent Residence is within Zone 4, using the most direct route, shall be paid the full daily board allowance per day worked or reported.

The daily board allowance rate shall be one hundred and ten dollars (\$110.00) per day worked or reported.

18.05 **Travel Allowance** - An employee, whose Permanent Residence is located in Zones 1 through 5, as set out below, shall be provided a one time travel allowance. The employee shall be paid half the travel allowance upon their initial hire and the other half on layoff. 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+ km) - \$260 (round trip).

18.06 **Air Travel** - For employees whose Permanent Residence is located outside the island of Newfoundland, air transportation to and from designated hubs in Labrador, other parts of Canada, or outside Canada, to St. John's or such other designated hubs on the island of Newfoundland shall be paid by the Contractor. In the event that an overnight stay is required, while in transit to or from the Project, because of a disruption in air travel, the Contractor shall provide accommodation within the near vicinity of the airport for each day the employee is delayed.

18.07 For the purposes of this Article, all distances will be determined by the Stats Canada Website (<http://www.stats.gov.nl.ca/DataTools/RoadDB/Distance/>).

Article 19 – Hours of Work, Work Schedules and Overtime Provisions

19.1 The Employers' Association, Contractors, Council of Trade Unions and the Unions agree that given the different types of work, the composition of the workforce, the variety of weather conditions and the geographic area of the Project, Work Schedules and hours of work will require a high level of flexibility and will vary for different parts of the Project.

Regular Work Schedule and Overtime Provisions

19.2 This Article is intended to identify regular hours of work, Regular Work Schedules and overtime hours:

- a) The Regular Work Schedule shall consist of forty (40) hours of work divided into five (5) consecutive eight (8) hour work days, or four (4) consecutive ten (10) hour work days, at the option of the Contractor. The start time for the day shift for a regular work day will be between 5:00 a.m. and 9:00 a.m. Contractor shall provide the Council with 24 hours' notice of any change to the Regular Work Schedule.
- b) Overtime shall be paid on all hours worked in excess of forty (40) hours per week at the rate of one and one-half (1 ½) the straight time rate of pay. Overtime shall be paid on all hours worked in excess of fifty (50) hours per week at the rate of double the straight time rate of pay.

Extended Work Schedule

19.3 Notwithstanding Article 19.2 of the Agreement, the Parties understand and agree that given the different types of work, the composition of the workforce, the variety of weather conditions and the geographic area of the Project, the Contractor may utilize Extended Work Schedules as set out in Schedule "E" attached hereto and forming part of this Agreement. Such Extended Work Schedules shall consist of scheduled days of work followed by scheduled days of rest. It is understood the Contractor has the sole and exclusive right to determine the Work Schedule for all work activities. Additional Extended Work Schedules may be implemented by the Contractor to meet Project demands and Contractor requirements, following consultation with the Association and Council.

19.4 Overtime shall be paid on all hours worked in excess of forty (40) hours per week at the rate of one and one-half (1 ½) the straight time rate of pay. Overtime shall be paid on all hours worked in excess of fifty (50) hours per week at the rate of double the straight time rate of pay.

General

19.5 There shall be no pyramiding (i.e., overtime is calculated excluding premiums) of overtime and/or premiums, nor shall such overtime and/or premiums be in addition to any other

overtime or premium pay provided pursuant to the Agreement, including but not limited to, call out under Article 22, pay for working a recognized holiday under Article 23, or any other premium.

- 19.6 Employees shall be entitled to receive two (2) paid twenty-five (25) minute breaks during each eight (8) hour shift. Employees shall be provided with a reasonable period of time to leave and return to their work location.
- 19.7 Employees shall be entitled to receive two (2) paid thirty (30) minute breaks during each ten (10) hour shift. Employees shall be provided with a reasonable period of time to leave and return to their work location.
- 19.8 Employees shall be at their work location/reporting point, to be designated by the Contractor, at the start of their shift and shall be at their work location/reporting point, to be designated by the Contractor, at the end of their shift. Travel time to and from their work location/reporting point, as designated by the Contractor, at the start and end of their shift, clean up and returning of tools to the tool crib shall be on the employee's time and shall be unpaid. Subject to work demands and the Contractor's ability to stagger breaks, the Contractor shall schedule the breaks equally spaced during the shift, with employees using one of their breaks to eat their lunch. In the case of slip-forming, breaks will be staggered and scheduled, at the Contractor's discretion, as work permits, and employees shall not be permitted to leave their work location until their replacement arrives.
- 19.9 The Parties are committed to delivering value for pay, and with that in mind, the Parties agree that employees shall be in attendance at their work location/reporting point to be designated by the Contractor, and prepared to commence work at the scheduled starting time for their respective Work Schedule(s) and shift(s). Employees shall only be paid when they start work at their designated work location, not the point when they enter the Project.
- 19.10 Employees shall be diligent in respecting start times, shift completion times and break times.
- 19.11 Absenteeism will not be tolerated and employees who are absent without a good and sufficient reason, acceptable to the Contractor, are subject to disciplinary action up to and including dismissal, which may be subject to the grievance procedure.
- 19.12 Tardiness will not be tolerated and employees who fail to report to work, report to work late at the scheduled and designated check-in time and location, or leave their worksite early, without a good and sufficient reason, acceptable to the Contractor, are subject to disciplinary action up to and including dismissal which may be subject to the grievance procedure.
- 19.13 When an employee is required to remain at work beyond their scheduled shift of eight (8) hours or ten (10) hours, after such employee works beyond two (2) unscheduled hours of overtime, such employee will be provided a fifteen (15) minute paid break and a meal.

Where it is not practicable for the Contractor to provide a meal, the employee shall be paid twenty-five dollars (\$25.00) in lieu of a meal and paid fifteen (15) minutes at the applicable overtime rate. After each four (4) hours worked thereafter, the employee shall be provided with a meal and thirty (30) minutes, with pay, to consume his/her meal.

- 19.14 When an employee, such as a foreperson, is required to extend his/her shift (early start and/or late quit) up to a maximum of one (1) hour for the purposes of shift cross over, Article 19.13 will not apply. The employee shall be compensated at the applicable overtime rate of pay for the time worked. This Article does not apply to stewards.
- 19.15 The hours set forth in this Agreement do not constitute a guarantee of hours of work per day, per week or per Work Schedule.
- 19.16 The Contractor may change the Work Schedule(s) as provided for in Article 19, upon providing the employee twenty-four (24) hours written notice of the change. Hours paid will be based on the applicable scheduled shift, i.e., an employee moving from a 10 hour shift to an 8 hour shift will be paid based on a 8 hour shift. There shall be no entitlement to payment for perceived lost time resulting from a change to the Work Schedule(s) and calculation of overtime shall be based upon the employee's new assigned schedule. However, in the week of the change to the Work Schedule, employees shall not be paid less than the regular hours previously scheduled for that week and any overtime worked in that week.
- 19.17 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 Council or Union of its recall needs, and the Council or Union shall issue a referral slip for the same employees in the same order as those laid off. Notwithstanding the foregoing, the Parties recognize the unique and critical importance of slip form operations and all support for slip form operations to the Project. The Parties agree that for layoffs associated with winter shutdown of slip form operations, the Contractor shall advise the Council, in writing, at the time of layoff, of the expected return date and the Contractor's employee recall requirements and the Council shall use reasonable, good faith efforts to ensure, that when slip form operations start up after winter shutdown, the same employees are referred back to the slip form operations, provided they are a member in good standing of the applicable union.

Article 20 – Shifts

- 20.1 The scheduling of the number of shifts in a day, hours of work in a shift, and the start and finish time of shifts shall be at the sole discretion of the Contractor.
- 20.2 A shift premium of two dollars (\$2.00) per hour worked shall be paid for all regularly scheduled hours worked, on the evening shift. A shift premium of two dollars and fifty cents

(\$2.50) per hour worked shall be paid for all regularly scheduled hours worked, on the night shift. For the purposes of paying a shift premium, an evening shift shall be defined as a shift commencing between the hours of 1:00 p.m. and 5:00 p.m., a night shift shall be defined as a shift commencing between the hours of 9:00 p.m. and 1:00 a.m. and consisting of 8 or 10 hours depending on Shift Schedule. Overtime payment is calculated prior to the addition of any shift premium, no pyramiding.

- 20.3 No employee shall be scheduled to work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall receive the overtime rate for each hour worked beyond the straight time shift until a break of eight (8) consecutive hours occurs.
- 20.4 An employee whose Shift Schedule is changed (moved from one shift to another shift, ie. day to night) shall receive twenty-four (24) hours' notice of the shift change. Where the shift change would result in the employee receiving less hours than their Regular Work Schedule during that week, the employee shall be compensated for the lost hours in that week.

Article 21 – Reporting Time

- 21.1 When an employee reports to work at the regular starting time and is not put to work, the employee shall be paid for half of their regularly scheduled work hours at the applicable rate of pay.
- 21.2 If an employee reports and commences work and is subsequently requested to stop work, he/she shall be paid for all hours worked or half of their regularly scheduled work hours, whichever is greater, at the applicable rate of pay.
- 21.3 When an employee reports to work and is requested to standby, either at the work place or other area designated by the Contractor, he/she shall be paid for all hours he/she stands by, and in no case less than half of their regularly scheduled work hours, at the applicable rate of pay.
- 21.4 When an employee commences work and is requested to stop work and report back at a later time, he/she shall be paid as if there had been no interruption in the shift, provided he/she reports back as requested.
- 21.5 When an employee qualifies for reporting or standby time, the time shall include the shift premium when applicable.
- 21.6 Employee's shall not be eligible for payment of reporting time if they have been provided at least three (3) hours' notice by the Contractor that there is no work available. Notice

shall be provided by the Contractor on their website or by providing a call-in number for employees.

Article 22 – Call Out

- 22.1 Employees who have completed their day's scheduled hours of work and have left the Site and are called out and return to work, shall receive no less pay than four (4) hours pay at the employee's applicable overtime rate. Employees who work in excess of four hours shall be paid for the actual hours worked at the employee's applicable overtime rate and applicable premiums until the commencement of their regularly scheduled shift.
- 22.2 A callout under this Agreement is not scheduled work.

Article 23 – Vacation and Recognized Holidays

- 23.1 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen percent (13%) of gross wages including overtime for all employees.
- 23.2 The Contractor agrees to recognize the following holidays:
- a) New Year's Day
 - b) Family Day
 - c) Good Friday
 - d) Victoria Day
 - e) Canada Day
 - f) Civic Holiday (First Monday in August)
 - g) Labour Day
 - h) Thanksgiving Day
 - i) Remembrance Day
 - j) Christmas Eve
 - k) Christmas Day
 - l) Boxing Day
- 23.3 All work performed on a recognized holiday shall be paid at double the straight time rate of pay. There shall be no pyramiding of premiums.
- 23.4 The date of observance of recognized holidays shall be as gazetted by the Provincial Government or as designated by the Contractor after consultation with the Council. For a holiday that falls on a Friday when the employee is working a four (4) days/week at ten(10) hours per day then in this case the holiday will be observed on Thursday.

Article 24 – Wages and Benefits

- 24.1 All employees covered by this Agreement shall receive wages and benefits effective the commencement of construction in accordance with the Classification Schedule attached hereto as Schedule “C”.
- 24.2 The work week for payday purposes shall end on Saturday at midnight and payroll shall be processed and paid on Thursday of the following week. The method of payment shall be by electronic deposit and a weekly Statement of Earnings and Deductions shall be issued to each employee on Thursday, including the following information:
- 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 employee’s name and payroll number;
 - j) The pay period;
 - k) Gross and net earnings; and
 - l) Pension Contribution
- 24.3 The Contractor shall remit contributions in an amount and manner as required by the attached Schedule “C” - Classification Schedule. 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.
- 24.4 Changes to benefit contributions may be made at the request of the Council, in writing, subject to the gross hourly package remaining unchanged. Such request to change the benefit contributions shall be made annually prior to April 1st and shall be implemented no later than May 1st.
- 24.5 The Contractor shall remit the amounts for all funds as specified in Schedule “C”.

Article 25 – Layoff/Termination of Employment

- 25.1 When an employee has been terminated or laid off while away from the Project, any personal belongings shall be shipped to his/her last known address, at the Contractor’s expense unless previous arrangements have been made.
- 25.2 Contractor(s) shall provide four (4) hours’ notice or (4) hours pay in lieu of notice to

employees who are laid off. The employees shall be permitted reasonable time during these four (4) hours to pick up and return Contractor(s) tools, and/or prepare his/her own tools for the next job.

- 25.3 In the event of a reduction of the workforce, anyone promoted from journeyperson to forepersons may be demoted to journeyperson. Anyone name hired as a foreperson shall be laid off as a foreperson.
- 25.4 Employees who are laid off or terminated for just cause shall receive all monies owing to them on the next payday in accordance with the Contractor's normal payroll practices.
- 25.5 The Contractor(s) agree that layoffs shall be in reverse order of hiring as set out in Article 7.5 provided that the remaining employees have the qualification, skill, ability and/or training required by the Contractor for the work to be performed. Apprentice ratios will be maintained at all times, subject to the retained employees having the qualification, skill, ability and/or training necessary to complete the remaining work.

Article 26 – Tools

- 26.1 Contractor to supply appropriate tools and equipment required to carry out the work to be performed as determined by the Contractor. The tools and equipment shall be supplied by the Contractor through the operation of a Tool Crib on Site.
- 26.2 Where an employee wishes to utilize their own personal tools, they shall be in good condition when he/she is hired on the job and they shall be maintained and kept in good condition. The Contractor shall catalogue and record an employee's personal tools prior to the employee's commencement of work, which shall be confirmed in writing (the "Employee's Personal Tool List"). When an employee is laid off or terminated, their personal tools shall be verified and confirmed against the Employee's Personal Tool List prior to leaving the Site. Contractors will not be held responsible for personal tools which have not been catalogued and recorded on the Employee's Personal Tool list by an authorized representative of the Contractor. Where an employee is laid off by the Contractor during their scheduled time off, the Contractor shall make arrangements for the return of the employee's personal tools to the last known address of the employee, at the Contractor's cost.
- 26.3 The Contractor(s) will provide the appropriate lock-fast facilities for storage of personal tools.
- 26.4 Employees will be held responsible for Contractor tools, special and/or protective clothing and safety apparatus supplied to them by the Contractor. If the employee fails to return the supplied items in good condition to the Tool Crib, with the exception of fair wear and tear,

at the time of termination or on request prior to the employee's termination, the replacement cost of such items shall be deducted from any monies due to the employee.

Employees will not, however, be held responsible for loss or damage to tools, special and/or protective clothing and safety apparatus, supplied to them by the Contractor, as a result of fire, theft or where in the course of the employee's work assignment, the tools are damaged beyond repair, provided the employee satisfies his/her Contractor that the damage was not intentional or caused by the employee's failure to exercise due care and attention, and provided the loss or damage is immediately reported by the employee, in writing, to the Contractor.

26.5 The Contractor shall replace an employee's personal tools when:

- a) The tools are destroyed by fire, lost through theft by forced entry of a designated storage place provided by the Contractor, or lost or stolen when being shipped by the Contractor to the employee after layoff, and provided that the loss or damage is immediately reported by the employee, in writing, to the Contractor.
- b) In the course of the employee's work assignment, the tools are damaged beyond repair, provided the employee satisfies his/her Contractor that the damage was not intentional or caused by the employee's failure to exercise due care and attention.

Article 27 – Welding Testing

27.1 When welders are hired on the Project, the Contractor shall be provided with a copy of the welder's existing and current welding certifications. When welders are hired on the Project, the Contractor hiring the welder shall compensate the Council after referring the welder, five hundred dollars (\$500.00) for each welding certification ticket the welder is required to have to perform the work. The welder shall be reimbursed four (4) hours pay at the straight time rate of pay for each ticket to compensate for time involved in completing each certification test. In the event a welder is laid off and rehired by the Contractor, or another Contractor working on the Project, the Contractor or the other Contractor shall not be required to pay the five hundred dollars (\$500.00) 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 the Project. These re-certifications shall be without loss of pay to a maximum of one (1) regularly scheduled work day at the employee's straight time rate of pay.

Article 28 – Lunch Room and Facilities

- 28.1 The Contractor shall provide and maintain clean, heated, sanitary facilities, which shall include modern flush toilets, urinals and wash basins, where reasonably possible. Where this is not reasonably possible (eg. in the dry dock area), chemical toilets and pump tank facilities will be provided by the Contractor.
- 28.2 Fresh, safe drinking water and sanitary cups shall be provided to the employees.
- 28.3 The Contractor shall provide lunch rooms and determine their location, subject to restrictions of the work area. Any and all handling will be controlled to ensure good sanitary conditions.
- 28.4 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.

Article 29 – Apprenticeship and Training

- 29.1 The Contractor and the Unions agree to work cooperatively to create training, development and apprenticeship opportunities as part of their joint responsibility to maintain a supply of skilled tradespersons for the Project.
- 29.2 The Contractor and Unions agree to cooperate to the fullest extent with any government instituted Apprenticeship Training Plan including layoff for yearly in-school training where requested by the employee.
- 29.3 The Contractor and the Unions agree, while considering safe and efficient operations, to maximize placement and utilization of apprentices.
- 29.4 Gender equity and diversity in accordance with the Benefits Plan shall be a primary consideration when hiring or referrals of apprentices to the Project as part of the Parties' cooperative efforts to achieve, sustain and hopefully surpass participation goals for women and underrepresented groups established in consultation with the Province.
- 29.5 Employees who have completed their in school training and return to work shall get their pay increases based upon the school completion date provided documentation verifying same is provided by the employee.
- 29.6 The Parties hereto agree that where reasonably possible, the ratio of apprentices to journeypersons shall not be less than one (1) apprentice to three (3) journeypersons and not more than two (2) apprentices to every journeyperson.

Article 30 – Leave of Absence

- 30.1 Employees shall be granted three (3) regularly scheduled work days leave with pay (the employee's regular rate times the number of hours the employee 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, 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 dependent living in the same Permanent Residence. The Contractor will consider additional time required without pay in the event of special circumstances, in particular, where extraordinary travel logistics are involved.
- 30.2 Bereavement leave shall not be granted for time that would not normally have been worked and under no circumstances shall pay be granted for overtime missed as a result of an employee's absence.
- 30.3 Employees shall be entitled to maternity, parental and adoption leave in accordance with the provisions of the Newfoundland and Labrador *Labour Standards Act*.
- 30.4 Employees summoned to attend upon a court of inquiry 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.
- 30.5 The Contractor may grant a leave of absence without pay to an employee for personal family reasons. Request for such leave shall be made in writing at least one (1) week in advance; such leave shall not be unreasonably denied and shall be confirmed in writing.

Article 31 – Work Refusals

- 31.1 There shall be no work refusal by any member(s) of the bargaining unit during the life of this Agreement, including refusal to handle or install material, equipment, modules or components nor shall they refuse to perform work because other work was or will be performed or was not performed by persons or class of persons who were not or are not members of a trade union or a particular trade union.

Article 32 – Saving Clause

- 32.1 If any provision of this Agreement is in conflict with the laws or regulations of Canada or Newfoundland and Labrador, the provisions shall be superseded by the law or regulation. Unless prohibited from doing so by the law or regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Employers' Association and the Council of Trade Unions within fifteen (15) days' notice of either to the other, shall commence negotiations, the sole

and restricted purpose of which shall be to provide adequate legal replacement of the provision. In the event that the negotiations do not result in agreement upon a legal replacement for the provision within fourteen (14) days of commencement of negotiations, or longer period as may be mutually agreed between the Parties, the matter shall be resolved in accordance with Article 16.

Article 33 – Dismissal and Discipline

33.1 **Disciplinary Action** - The purpose of disciplinary action is to provide a consistent approach to managing behaviors through informal and formal corrective processes. The Parties agree to a progressive disciplinary procedure which provides for a consistent approach to managing behaviors through formal corrective processes. Depending on the severity of the event, the employee will be afforded progressive disciplinary steps that provide the employee with the opportunity to correct or remedy their performance issues. These progressive steps will generally consist of verbal and written warnings, suspensions without pay and/or dismissal. The severity of the event will determine severity of the discipline, i.e., failure to comply with absolutes established for the Project would result in immediate dismissal. Employees shall be given the opportunity to have a Council Project Representative present during any disciplinary meeting with a Contractor, however, this shall not unduly delay the discipline process.

33.2 **Steps of Progressive Discipline** -

- a) **Verbal Warning** - At this step there is no formal written communication with the employee. This step is concerned with advising the employee that the actions or behaviors are inconsistent with policies or workplace standards; ensuring that the employee has the relevant policies or standards and understand them; advising the employee how her/his behavior is to be corrected and why. An employee may receive verbal warnings one or more times, depending on the similarity and relationship between events.
- b) **Written Warning** - Discipline at this level will usually be the result of the employee not responding to previous verbal warnings or the nature of the action/behavior is more serious. This documentation, copy of which will be sent to the Council, will follow a meeting between supervisor and employee and shall include:
 - 1) An identification of the action/behavior that was discussed.
 - 2) A statement that this action/behavior is unacceptable.
 - 3) Confirmation that the employee will not repeat similar actions or behaviors.
 - 4) An indication that future events may result in moving to the next step in the disciplinary process including dismissal.

- c) **Suspension Without Pay** - At this stage, previous disciplinary action has not produced the desired change in behavior/action or the event is sufficiently serious to warrant this level of discipline immediately. Documentation shall include all items in 33.2 (b) above plus an indication that any future events requiring this level of discipline will result in immediate termination of employment.
 - d) **Termination of Employment** - This step in the discipline process shall be either, when a suspension is not seen as having the potential for correcting a situation, given the employee's failure to respond to previous disciplinary action, or the severity of the action/behavior warrants termination. Examples of these can be found in clause 33.5 hereunder. At this level of disciplinary action the employee is to be removed from the workplace immediately. Discharge shall be by written notice which notice will contain the reason for discharge. A copy of the notice given to the employee shall be forwarded to the Council immediately upon being given to the employee.
- 33.3 **Discipline Severity** - Although it is the intent to administer discipline on a progressive basis, the severity of the event will determine the level of disciplinary action.
- 33.4 **Discharge** - The Contractor shall not discharge nor suspend an employee without just cause.
- 33.5 **Warning** - No warning need be given to an employee before they are discharged for the following reasons:
- a. Theft;
 - b. Possession, trafficking and/or consuming or under the influence of alcohol or drugs during working hours or at the workplace. This does not include circumstances where the employee is taking medication prescribed by their treating physician where they have been cleared to return to work;
 - c. Physical assault on another person;
 - d. Insubordination involving threatening behavior and/or physical contact;
 - e. Willful damage to property or equipment;
 - f. Gross negligence or willful action that exposes self or others to a serious and imminent safety risk;
 - g. A history or record of repeated safety infractions; or
 - h. Failing to comply with safety absolutes established for the workplace by the Association, Contractor and/or the Owner.
- 33.6 **Site Rules** - In the event the Owner safety rules and Project absolutes are more severe than those imposed by the Contractor, then the Owner/Client's rules shall apply.

Article 34 – Duration

- 34.1 This Agreement shall be for a term commencing on the later of:
 - (i) Date of its signing, or
 - (ii) Date the Lieutenant Governor-in-Council issues a Special Project Order respecting the Project, and continuing for the duration of the Project to the point of Mechanical Completion.

- 34.2 Without restricting the generality of the foregoing, this Agreement ceases to apply when Mechanical Completion of the work, or part or components thereof, is attained and it is handed over to the Owner, or its designate.

- 34.3 Notwithstanding Article 34.2, a unit(s), component(s), system(s), equipment or area(s) of the Project may be deemed ready for acceptance by the Owner, or its designate, prior to Mechanical Completion. When a unit(s), component(s), system(s), equipment or area(s) of the Project is deemed ready for acceptance by the Owner, or its designate, prior to Mechanical Completion, this Agreement ceases to apply to the unit(s), component(s), system(s), equipment or area(s) of the Project effective the date it is deemed ready for acceptance.

- 34.4 Commissioning activities are not included within the scope of work of this Agreement and therefore the terms and conditions of this Agreement do not apply to commissioning activities.

Signed at St. John’s, Newfoundland and Labrador this ____ day of _____, 2017.

WWRP Construction Employers’
Association Inc.

Council of Construction
Trades Inc.

SCHEDULE "A" - PROJECT DEFINITION

Schedule "A" - Project Definition

1. Project means the following scope of construction work to be performed in Argentina's Dry Dock (see Schedule "B" for Site definition) by the Contractor:
 - a) Concrete placing; rebar placing; installation of steel decks, form work and scaffolding; conduits for flexible risers and umbilical's for construction of a Concrete Gravity Structure ("CGS") for the West White Rose Project ("WWRP"). The Project is concluded when the CGS reaches Mechanical Completion or when components reach Mechanical Completion.

2. Project scope of construction shall not include:
 - a) Construction of the topside including drilling facilities, well heads and support facilities including accommodation, well testing, metering, utility and flare boom.
 - b) Local businesses who provide support services to the Project, to the Owner and Contractor mandated by the Benefits Strategy such as road maintenance, food delivery and services on vehicles, equipment that are certified to move outside of the construction site boundary.
 - c) Local emergency support services such as emergency personnel, ambulance and fire brigade.
 - d) Access to Site (see Article 10).

SCHEDULE "B" - GEOGRAPHIC SITE DESCRIPTION

Schedule “B” – Geographic Site Description

Husky Oil Operations Limited (“Owner” or “Husky”), on behalf of the West White Rose Project (“WWRP”) partners: Husky, Suncor Energy Inc. (“Suncor”) and Nalcor Energy – Oil and Gas Inc. (“Nalcor”) is developing the WWRP.

The Owner will extend the development of its White Rose Field on the Grand Banks using a wellhead drilling platform (the “West White Rose Platform”). The Platform will be comprised of a concrete gravity sub-structure (“CGS”) supporting an integrated topsides deck.

The CGS will be built in a graving dock in Argentia, Newfoundland and Labrador. It will be floated out and towed directly to the White Rose Field.

The Site shall include all areas within the fence line as outlined in red [below on the construction site plan](#), security personnel performing work within the parking lot area and transportation of unsuitable materials to the Pond, if and when required.

CONSTRUCTION SITE PLAN: see Figure 1.1(a) on page 48.

Figure 1.1a: Argentia, Avalon Peninsula, NL



Figure 1.1b: Construction Site looking south-west



SCHEDULE "C" – CLASSIFICATION SCHEDULE AND WAGES AND BENEFITS

Note: Insert Classification Schedule.

SCHEDULE "D" - LIST ARBITRATORS

Schedule "D" – List of Arbitrators

1. John Roil
2. John Clarke
3. James Oakley, Q.C.
4. Dennis Browne, Q.C.

SCHEDULE "E" - EXTENDED WORK SCHEDULES

Work Schedule 2 to Support Normal Civil and Mechanical Works Outside Slipforming: FOUR (4) days of 10 hours (Monday to Thursday) followed by THREE (3) days off and following week ONE (1) day off followed by FOUR (4) days of 10 hours (Tuesday to Friday) and TWO (2) days off.

The following terms and conditions apply to employees, who work this schedule:

- a) The Work Schedule will commence on Monday or if a Holiday falls on the Monday the Tuesday morning
- b) Work force will be spilt into 2 or more teams that will commence the shift on alternative weeks such that the project will have labour coverage for 5 days per week each non holiday week.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table B.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the employee’s previously scheduled four (4) days of rest. 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 previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table B:

Day of the Week	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Shift A	10	10	10	10				10	10	10	10				10	10	10	10				10	10	10	10			
Shift B		10	10	10	10				10	10	10	10				10	10	10	10				10	10	10	10		

Work Schedule 3 to Support Work in Winter Periods and during 2019/2020: ONE (1) day off followed by FOUR (4) days on TEN (10) hours (Tuesday to Friday) and TWO (2) days off and following week FOUR (4) days of 10 hours (Monday to Thursday) and THREE (3) days off. Work force will be organized so that each of the 4 teams will get ONE Friday of 10 Hours of work every 4th week such that the Project gets Labour coverage for FIVE (5) days a week.

The following terms and conditions apply to employees, who work this schedule:

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of four (4) consecutive scheduled days of work followed by three (3) scheduled days of rest. Each work day will consist of a shift of ten (10) Regularly scheduled hours of work. Each employee on this shift will be scheduled for 10 hours of work every 4th Friday
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table C.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the employee’s previously scheduled three (3) days of rest. 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 previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table C:

Day of the Week	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
Shift A		10	10	10	10			10	10	10	10				10	10	10	10				10	10	10	10				
Shift B	10	10	10	10					10	10	10	10			10	10	10	10				10	10	10	10				
Shift C	10	10	10	10				10	10	10	10					10	10	10	10			10	10	10	10				
Shift D	10	10	10	10				10	10	10	10				10	10	10	10					10	10	10	10			

SCHEDULE "F" – EXPEDITED ARBITRATION PROCESS

Schedule “F” – Expedited Arbitration Process

1. The expedited arbitration process is designed to provide the Parties with an alternative approach to the resolution of grievances. The Parties have expressed a willingness to lessen the frustration and animosity that results from protracted arbitration processes preventing the Parties from enacting resolutions in a timely and effective fashion so that both sides can continue to work in a collaborative partnership with mutual fairness, respect and finality.
2. The Parties propose to create an efficient and time sensitive arbitration culture and process, recognizing that some disputes are best suited and can be better resolved via an expedited arbitration process that facilitates the deliberate narrowing of the issues, the restriction of non-material issues and provides a restriction on the time to present, argue and decide the issues in dispute.
3. Any dispute concerning the interpretation, application or alleged violation of the Collective Agreement may be referred to an expedited arbitration process based on the following principles:
 - a) The Council and the Association agree to proceed under this process for expedited arbitration and acknowledge the restrictions and agree that the rules provide a fair and reasonable opportunity to present the Parties’ case and respond to the case presented by the other side;
 - b) The expedited arbitration will be conducted by a single arbitrator selected from the list of arbitrators provided in Schedule “D” of the Collective Agreement. The arbitrator, upon consulting with the Council and the Association, will set the earliest available date for the expedited arbitration.
 - c) The arbitrator is expected to manage the proceeding actively and aggressively ensuring adherence to the guidelines, process and timeframes as outlined herein. The arbitrator, using the expedited arbitration process, will not have the discretion to extend timeframes.
 - d) Expedited arbitrations will not be delayed by preliminary matters. Where a preliminary matter is raised before the arbitrator, it shall be considered within the stipulated timeframes allocated to the party and no additional time will be granted to the party raising the preliminary matter. The arbitrator will not suspend the expedited arbitration pending a resolution on the preliminary matter. The arbitrator will consider the preliminary matter as part of the final decision.
 - e) The expedited arbitration process will be no more than a two (2) day process. The process will not involve pleadings, substantial preliminary matters, discovery, subpoenas and the other formalities that are common to binding arbitration or litigation.
 - f) All grievances shall be considered suitable for expedited arbitration except for grievances relating to dismissals, suspension in excess of five (5) days, policy grievances and where a party intends to raise a substantial preliminary matter. In addition, the number and complexity of witnesses should be a factor in deciding whether expedited arbitration is appropriate.
 - g) The Council and the Association must jointly agree to refer the matter to expedited arbitration. Any party can initiate expedited arbitration by sending a Notice of Expedited Arbitration to the other party. A party who receives a Notice of Expedited Arbitration must respond within five (5) days indicating whether they agree to proceed to expedited arbitration. Failure to respond to a

Notice of Expedited Arbitration will mean that the Parties intend to proceed by way of the regular arbitration process as set out at Article 16 of the Collective Agreement.

- h) Due to the nature of the expedited arbitration process and its timeframes, the Council and the Association agree that the decisions of the expedited arbitration are to be limited in application to the particular grievance and are without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceedings.
- i) All decisions of the expedited arbitrator will be final. The Council and the Association agree to adhere and immediately implement the decision of the arbitrator. The decision will not be appealed.

4. Procedure:

- a) The Parties shall agree upon the number of witnesses to be called and the identity of the witnesses at least two (2) days in advance of the date set for the hearing of the expedited arbitration. Further, the Parties agree to use best efforts to provide an Agreed Statement of Facts and/or Consent Book of Documents to the arbitrator at least two (2) days in advance of the date set for the hearing of the expedited arbitration.
- b) The expedited arbitration will commence at 9:00 a.m. and will have one (1) morning and one (1) afternoon break for fifteen (15) minutes and one (1) lunch break for one (1) hour.
- c) Each party will have a maximum of thirty (30) minutes to make opening submissions.
- d) Each party will have a maximum of one (1) hour to present its witnesses, a maximum of one (1) hour to cross-examine the other party's witnesses and a maximum of fifteen (15) minutes for redirect of each witness.
- e) Each party will have a maximum of one (1) hour for closing argument. The grieving party may reserve ten (10) minutes of its one (1) hour for closing argument, for rebuttal.
- f) The arbitrator shall enforce the time limitations set out herein. If either party fail to follow the time limitations set out herein, the arbitrator shall only consider evidence and submissions made within the specified time limitations.
- g) The arbitrator shall either (i) render an oral decision, following a brief recess; or (ii) take the day following the expedited arbitration to consider and render a written decision.

LETTER OF UNDERSTANDING

The WWRP Construction Employers' Association Inc. and the Council of Construction Trade Unions Inc. agree that prior to the release of any holdback due and owing to a subcontractor on the Project, the Association shall obtain confirmation from the Council, in writing, that all Union Dues and Assessments required to be remitted to the Council by the subcontractor have been paid in accordance with the terms of the Agreement.

Signed at St. John's, in the Province of Newfoundland and Labrador, this day of June _____, 2017.

WWRP Construction Employers'
Association Inc.

Council of Construction
Trades Inc.

