

May 1, 2012 – May 1, 2017

**LOWER CHURCHILL PROJECT TRANSMISSION CONSTRUCTION
COLLECTIVE AGREEMENT**

Between

**Lower Churchill Transmission
Construction Employers' Association Inc.**

- and -

International Brotherhood of Electrical Workers

- and -

IBEW Local Union 1620

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Article 1 – Purpose and Project Culture

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

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

1.02 The Parties agree to work collaboratively, to support positive labour relations and to utilize the International Brotherhood of Electrical Workers Code of Excellence. The Parties will work to achieve high levels of labour productivity while embracing a respectful work environment, safety, quality, efficiency and respect for the environment.

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

1.04 The Agreement and its constituent Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement shall constitute a Collective Agreement for the purposes of a Special Project Order to be declared under Section 70 of the *Labour Relations Act R.S.N.L. 1990, c. L-1* when executed by the Parties and shall be administered as such. The terms of this Agreement, including all Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement, shall take precedence over any existing or future union contracts or agreements entered into by the International Brotherhood of Electrical Workers or IBEW Local Union 1620. In the event that a conflict exists between Article 1 to Article 39 of this Agreement and the Appendices, Recitals, Schedules, Letters of Understanding and Memoranda of Agreement (the “Supplementary Attachments”) to this Agreement, the applicable Article in the Agreement shall prevail unless the IBEW and Association agree in writing otherwise.

1.05 The Union, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The Association, and all Contractors, their officers, directors, representatives and employees at all levels are bound to observe the provisions of this Agreement.

Article 2 – Parties

2.01 The Parties to this Agreement shall be as follows:

- a) Lower Churchill Transmission Construction Employers’ Association Inc.;
- b) International Brotherhood of Electrical Workers; and
- c) IBEW Local Union 1620.

Article 3 – Definitions

3.01 The following definitions apply to this Agreement:

- a) "Association" means the Lower Churchill Transmission Construction Employers' Association Inc.
- b) "Benefits Strategy" means Lower Churchill Construction Project Benefits Strategy.
- c) "Commissioning" includes pre-commissioning, static commissioning, dynamic commissioning, including work required to calibrate, test, energize or partially energize or trial equipment, processes, systems, transmission infrastructure, transition compound(s), communication systems or related infrastructure including but not limited to substations, converter stations, electrodes, transformers and synchronous condensers prior to turning all or a portion of any of the aforementioned over to the operations team or any other group designated by the Owner or EPCM responsible for start-up and operating the transmission system or any of its components.
- d) "Contractor", "Employer" or "employer" means any contractor engaged by the Owner, 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) "EPCM" means the Owner's Engineering Procurement Construction Management Company.
- f) "Labrador Resident" means a Canadian or landed immigrant who has, as of the date determined by the Owner or the EPCM agent of the Owner or earlier, his/her principal residence in Labrador. Factors and/or current documents to be examined when determining who is a resident may include property tax assessment, lease agreement, driver's licence, vehicle registration, income tax returns, voter's list registration or MCP number.
- g) "Project" means the construction of transmission, related infrastructure and related activities for the Labrador Island Link and Muskrat Falls to Churchill Falls Link, more particularly described on Schedule "A".
- h) "Owner" means Nalcor Energy or any successor or nominee entity.
- i) "Party" or "Parties" means the party or parties to this Agreement namely the Association and the International Brotherhood of Electrical Workers and IBEW Local Union 1620.
- j) "Province" means Newfoundland and Labrador.
- k) "Provincial Resident" means a Canadian or landed immigrant who has, as of the date determined by the Owner or the EPCM agent of the Owner or earlier, his/her Principal Residence in Newfoundland or Labrador. Factors and/or current

documents to be examined when determining who is a resident may include property tax assessment, lease agreement, driver's licence, vehicle registration, income tax returns, voter's list registration or MCP number.

- l) "TFW" means Temporary Foreign Workers being workers from outside Canada who have obtained the necessary regulatory permits to work on the Project.
- m) "Union" or "Unions" shall mean the International Brotherhood of Electrical Workers and IBEW Local Union 1620.

Article 4 – Scope and Recognition

- 4.01 The Association hereby recognizes the Union as the sole and exclusive bargaining agent for the employees of Contractors as described in the classifications set out and attached hereto in Schedules "C", "C.1", "E" and "F" engaged in construction work on the Project. The Union shall represent all employees in the bargaining unit working on the Project in all matters relative to this Agreement.
- 4.02 Where the Association and/or Contractor create a new classification to be included in Schedule "C" and "C.1", the Association shall establish the classification and wage rate of the new position and the Union shall be notified in writing within 14 calendar days. The classification and wage rate shall be subject to negotiation with the Union. If no agreement is reached within 30 calendar days, the matter may be submitted to arbitration.
- 4.03 The Union recognizes the Association as the sole and exclusive bargaining agent for all Contractors engaged in the construction of the Project. All Contractors 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 become members of the Association and to observe the terms and conditions of this Agreement.
- 4.04 This Agreement is limited to the Project. Bargaining rights and commitments under this Agreement do not in any way create bargaining rights or obligations for Contractors or Contractor 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.
- 4.05 This Agreement does not apply to:
 - a) construction trade supervisors above the rank of foreman, those excluded under the *Labour Relations Act* of Newfoundland and Labrador, office staff, engineering staff, technical and drafting personnel, engineering surveyors, document control persons, security personnel and quality control and visual inspectors;
 - b) employees of Nalcor Energy, Emera Inc. and NSP Maritime Link Inc. or any of their subsidiaries, performing work on the Project or any portion of the Project;
 - c) persons engaged in the supply, installation, termination and testing of the Marine HVDC cable system crossing the Strait of Belle Isle, including but not limited to associated work from the cable system components in the Transition Compound at Forteau, Labrador, to cable system components in the Transition Compound

at Shoal Cove, Newfoundland. This work includes but is not limited to persons engaged in the supply and installation of surge arrestors, terminations, fibre optic system, HVDC cable accessory and spares, land HVDC cable, engineered thermal backfill, transition joint bays, horizontally drilled cable conduits, HVDC marine cable, submarine berm, operation of rock quarry and transportation of materials from such rock quarry;

- d) work performed by any person within the scope of work which falls under a different Special Project Order issued pursuant to Section 70 of the *Labour Relations Act*.
- 4.06 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 the Owner's Engineering Procurement Construction Management ("EPCM"), or their subsidiaries and affiliates and their successors with the International Brotherhood of Electrical Workers or IBEW Local Union 1620 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 or EPCM, their subsidiaries, affiliates and their successors or to the employees of any of the aforementioned. Accordingly, an arbitrator shall have no authority or jurisdiction to make any order or award any remedy against the Owner or the EPCM, their subsidiaries, affiliates and their successors or to any employees of the aforementioned.
- 4.07 The Association shall designate, in writing, one or more Project representatives with full authority to administer the terms of this Agreement. The Union agrees 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 Project representatives, it shall inform the Union of such change in writing.
- 4.08 The Union shall designate one or more Project representatives, in writing, with full authority to administer the terms of this Agreement. The Association agrees to recognize said representatives and their authority to carry out their duties. There shall be at least one Union Project representative as an ex officio member of all joint committees. Should the Union change any of its designated Project representatives, it shall inform the Association of such change in writing.
- 4.09 The Contractor(s), the Union 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 Association and the Union 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 International Brotherhood of Electrical Workers and IBEW Local Union 1620 jointly and severally agree with the Association and with each other that during the term of this Agreement, and any extension to the term of this Agreement, they will continue to be the

bargaining agent for all employees who come within the scope of this Agreement and they agree during the term and any extension to the term not to seek to bargain individually with any Contractor 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.

- 4.11 The Parties agree that the Innu Liaison position is not a representative of the Union, Contractors, or Association and is not included in the bargaining unit.

Article 5 – Management Rights

- 5.01 The Contractors retain full and exclusive authority for the management of their business in all respects, subject to the provisions of this Agreement.

- 5.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Contractors:

- a) to determine qualifications, skills, abilities and competency of employees;
- b) to determine the required number of employees;
- c) to hire, transfer, select, assign work, monitor and manage productivity, promote, demote, lay-off, discipline and discharge employees for just cause and to increase or decrease the working force from time to time;
- d) to determine productivity levels, 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 policies, procedures, rules and regulations to be observed by employees, and non-compliance may involve discipline, including dismissal.

Article 6 – Union Security

- 6.01 The Association, Contractors and the Union agree that regardless of whether an employee applies for membership in the Union, the Union shall represent all employees in the bargaining unit working on the Project in all matters relative to this Agreement.

- 6.02 The Contractor agrees to deduct from the earnings of all employees covered by this Agreement union dues and assessments ("Union Dues and Assessments") as a condition of employment, in an amount as directed by the Union from time to time.

- 6.03 The Contractor agrees to provide an authorization form furnished by the Union to the employee for signing, authorizing the Contractor to deduct and remit the Union Dues and Assessments to the Union. Any employee who refuses or neglects to sign the appropriate authorization form(s), 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.

- 6.04 The Contractor shall deduct the Union Dues and Assessments and forward such monies to the Union 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.
- 6.05 The Union shall save the Association and Contractor harmless from any and all claims that may be made against the Contractor for amounts deducted and remitted to the Union in accordance with this Article 6.
- 6.06 Initiation fees for employees who apply for and are granted membership in the Union will be deducted from employee's first pay unless directed otherwise by the Union.
- 6.07 The Association, Contractors and the Union agree that initiation fees, union dues, assessments and other fees or costs related to union representation of bargaining unit employees and/or union membership must be reasonable.
- 6.08 The Contractor shall not discriminate against any employee by reason of membership in the Union.
- 6.09 The Parties agree that Local Union and International Representatives designated in writing to the Association may have reasonable access to work sites on the Project to conduct Union business. Local Union and International Representatives shall be subject to all Contractor and Association policies, procedures, standards and regulations applicable to site access. Prior arrangements for site access will be made with the Union and Association site representatives. The Contractor and Association shall be given reasonable notice of the site visit which shall in no way interfere with the progress of work.

Article 7 – Hiring Provisions

- 7.01 The Parties agree that creating a sustainable, flexible and scalable workforce will benefit the Union and ensure there is a significant workforce in Newfoundland and Labrador with the ability to obtain workers from Atlantic Canada and other parts of Canada to support Project needs.
- 7.02 The Parties agree to ensure compliance with the Gender Equity and Diversity obligations regarding hiring of females and persons from underrepresented groups, as specified by the Benefits Strategy or any employment equity plan that may be applicable to the hiring of qualified Labrador Innu, to hire in the following order of priority:
- a) Qualified Labrador Innu for construction of the Labrador portion of the Project that includes all transmission and associated work between Churchill Falls and the Labrador side of the Strait of Belle Isle (all Project work in Labrador).
 - b) Qualified residents of Labrador for construction and/or modification of the Labrador portion of the Project that includes HVac transmission system and associated infrastructure as determined by the Association in consultation with the Union between Muskrat Falls and Churchill Falls.
 - c) Qualified residents of Newfoundland and Labrador.

- 7.03 In order to meet the obligations applicable to the hiring and retention of qualified Labrador Innu and obligations contained within the Benefits Strategy, the Parties agree that all Project partners, including Contractors, the Union and the Association will work proactively and progressively to advance the participation and integration in the areas of employment, training and apprenticeship for all employees/groups under Article 7.02 above.
- 7.04 After employment priority is given to comply with the obligations contained in Articles 7.02 and 7.03, the Parties are committed to work cooperatively to identify, recruit, refer and hire workers in the following order of priority:
- a) Qualified Canadian workers who are members of IBEW affiliate locals
 - b) Qualified Canadian workers
 - c) Temporary Foreign workers being qualified non-Canadian workers that are members of IBEW affiliate Locals and who are authorized to enter and work in Canada.
 - d) Temporary Foreign Workers being other qualified non-Canadian workers who are authorized to enter and work in Canada.
- 7.05 All workers hired, pursuant to Article 7.02, 7.03 and 7.04, shall be represented by the Union and pay initiation fees, dues or other assessments upon and after hiring as per Article 6.
- 7.06 The Parties agree that should Temporary Foreign Workers be required for employment on the Project the following will apply:
- a) Temporary Foreign Workers will be initially accessed from the hiring halls of IBEW local affiliates of American Unions. If such unions cannot supply Temporary Foreign Workers within two (2) weeks from receipt of the request, such Temporary Foreign Workers may then be accessed from other sources.
 - b) Temporary Foreign Workers employed by Contractor(s) on the Project shall have a minimum period of employment of six (6) months, and shall be permitted mobility from one Contractor to another Contractor on the Project, subject to work availability and there are no qualified residents of Newfoundland and Labrador and other qualified citizens available to work at the time the Temporary Foreign Workers are hired.
 - c) Temporary Foreign Workers will be subject to the same financial and other terms and conditions of this Agreement as Canadian workers, with the exception of, if necessary, adjustment to the financial allocation of benefits, provided that there is no change to the gross hourly rate.
- 7.07 The International Brotherhood of Electrical Workers and/or IBEW Local Union 1620 will fully cooperate in the Temporary Foreign worker application process, including the execution of any documents that are reasonably necessary to support an application for utilization of Temporary Foreign Workers to Human Resource and Skills Development Canada or any other regulatory agency. All reasonable costs associated with

Temporary Foreign Worker applications will be paid by the Association and/or Contractor(s).

- 7.08 Except as provided in Schedules "E" and "F" attached hereto and forming part of this Agreement, the Parties agree that the Contractor(s) shall, per contract, adhere to the following hiring procedure:
- a) Name hire or select all working or non-working forepersons from the Union out-of-work list;
 - b) The first worker shall be appointed by the Union as the Shop Steward, with the next six (6) workers being name hired or selected by the Contractor from the Union out-of-work list;
 - c) Name hire or select new hires, with the Union referring the eighth worker, the Contractor name hiring or selecting the next worker, and so on thereafter. The Shop Steward(s) will be appointed from the Union referrals.
 - d) All workers name hired, or selected by the Contractor(s) or referred by the Union to work on the Project must be in possession of a Union clearance card from the Union when reporting for work. The Union shall provide clearance cards in a timely and efficient manner.
- 7.09 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 pre-employment multi-faceted training including, but not limited to, site and collective agreement orientation and training, safety, environment, IBEW Code of Excellence, cultural and gender sensitivity, mentoring and coaching, work scheduling and budgeting, respectful workplace, labour relations dispute resolution pursuant to the agreement, communication skills, productivity, leadership, team building, management and maintaining schedule in advance of coming to work so they have the skills and tools to succeed.
 - ii. Forepersons may be hired without having received the training described in Article 7.09(a) (i) above in which case such forepersons shall receive the training within two (2) months after being hired.
 - iii. The Contractor may promote a journeyperson to the position of foreperson. Within two (2) months after the appointment, such foreperson shall receive the training set out in 7.09 (a) (i) above.
 - iv. The designation and determination of the number of forepersons is the responsibility of the Contractor. The foreperson may be a working foreperson for crews of ten (10) or less workers and use the tools of the trade, taking into account safety, productivity and efficiency with the exception of safety sensitive hotline work and dressing tower work where the foreperson may be a working foreperson for crews of five (5) or less employees and use the tools of the trade.

- v. The selection of foremen must be in alignment with the Benefits Strategy and Gender Equity and Diversity objectives established in consultation with the Province.
 - 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. Workers will be selected or name hired by the Contractor and/or referred by the Union from a group of workers that have received pre-employment multifaceted orientation and training, including, site and collective agreement orientation, safety, environment, IBEW Code of Excellence, cultural and gender sensitivity, respectful workplace, dispute resolution pursuant to the Agreement and productivity, so that such employees have the skills and tools to succeed.
 - ii. In the event that no qualified workers described in 7.09 b) i) are available, workers may be selected or name hired from a group that have not received the pre-employment orientation and training. In which case, such workers shall receive the orientation and training prior to commencing work on the Project.
 - c) The parties will collaborate to identify and access available funding for the purposes of developing and delivering pre-employment training as contemplated by 7.09(a)(i) and 7.09(b)(i). In the event that funding is not available to cover the full cost, any financial shortfall will be the responsibility of the Association and/or Contractor. The Union may contribute resources to assist in these important training initiatives and will be reimbursed on a cost basis.
- 7.10
- a) The Parties hereto agree that the Union list of qualified workers referred to herein is reference to those forepersons and workers who have applied to the Union and/or the Association and have been approved by the Union and Association for employment opportunities on the Project and have received the pre-employment orientation and training pursuant to Article 7.09(a)(i) and/or Article 7.09(b)(i). If there is a dispute as to whether or not a person is approved to be on the Union list of qualified workers for purposes of this Agreement, the Union and the Association/Contractor agree to meet expeditiously to discuss and use reasonable good faith efforts to resolve the dispute. If the dispute is not resolved such dispute may be referred by either the Association or Union to a panel pursuant to Article 7.10(b), (c), and (d).
 - b) This panel shall consist of three persons, who shall serve for the duration of the Project. In the event that any one of the panelists can no longer serve, for whatever cause, the Parties agree to forthwith replace their nominee or to agree to the independent third party ("ITP"). If the Parties cannot agree to an ITP, they shall apply to the Minister of Labour, Government of Newfoundland and Labrador, for the appointment of the ITP. The panel shall consist of three persons:
 - i. One appointed by the Association;
 - ii. One appointed by the Union;

- iii. An ITP who is neither a lawyer nor an arbitrator under this Agreement.
 - c) Decisions of the Panel, by agreement of the Parties, shall be final, binding and not subject to the arbitration process herein, appeal, judicial review or any other form of judicial intervention.
 - d) Decisions of the Panel shall be made on an expedited basis:
 - i. Any dispute as to whether or not a person is approved to be on the Union list of qualified workers for the purposes of this Agreement will be referred in writing to the Panel within seven (7) days of the dispute arising. The referral must itemize the issues in dispute, including the reasons why the disputing party claims the person should be approved to be on the Union's list of qualified workers.
 - ii. All referrals to the Panel will be heard within seven (7) days of such written referral. Notice of the referral shall be provided to all affected Parties by the referring Party. Each Party shall have the right to present evidence and make representations to the Panel, which presentation of evidence and/or making of representation shall be limited to one (1) hour unless such period is extended by a majority of the Panel. The Panel will render its decision within forty-eight (48) hours of the completion of the hearing. All decisions must be by a majority of the Panel.
- 7.11 If the Union is unable to supply the workers required within four (4) days from the date requested, exclusive of Saturdays, Sundays and holidays, the Contractor may hire from other sources. Each worker hired from other sources will be governed by the terms and conditions of this Agreement.
- 7.12 The Union recognizes the Contractor's right to evaluate employees to determine their level of competency, skill, ability, level of productivity and efficiency and qualifications to perform the work required.
- 7.13 The Parties agree to the following:
- a) Employees shall be required to undergo a pre-employment medical examination or a pre-employment assessment to determine if such employee is fit to perform the applicable work. The Contractor and/or Association, in consultation with the Union, will determine the criteria for such medical examination or assessment to be performed by a physician or other qualified healthcare professional, as named by the Association.
 - b) Any employees, who have been laid off from the Project for a six (6) month period, or more, shall be required to undergo a pre-employment medical examination or pre-employment assessment to determine if such employee is fit to perform the applicable work.
 - c) Where it is not practical for a prospective worker to report to a physician or such other qualified healthcare professional named by the Association, the Association or Contractor may require the prospective worker to report to another physician

to receive a pre-employment medical examination, in accordance with the criteria determined pursuant to Article 7.13(a), above.

- d) The Association or Contractor shall pay the reasonable costs for the physician or such other qualified healthcare professional authorized by the Association or Contractor to perform the pre-employment medical examination or pre-employment assessment.
- 7.14 The Parties agree that employee(s) employed on the Project that is being laid off from one Contractor may be hired by another Contractor subject to the following:
- a) the Contractor has work available for the employee; and
 - b) the Union has no other qualified workers on the Union out-of-work list at the time of layoff who has received the pre-employment training and orientation required for the Project.
- 7.15 Once employed on the Project, an employee, subject to the Contractor's approval, shall be permitted mobility from one contract job to another contract job within the Project as long as they continue on the payroll of the same Contractor without interruption of earnings at or about the time of change.
- 7.16 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 ninety (90) days from the date such employee ceased to be employed, unless the ninety (90) day period is waived by the Association after consultation with the Union.
- 7.17 In the event that an employee is terminated or suspended for cause, such employee will not be name hired, selected 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 or the suspension has been served. After any suspension imposed or upheld is served, such employee may be name hired, selected or referred to the Project.

Article 8 – Access to Site

- 8.01 Notwithstanding any provision herein, vehicles transporting or delivering materials, modules, goods and/or supplies to and from the Project, which are not operated by members of the bargaining unit, shall be permitted to drop off or pick up at multiple locations on the Project at or near the point of installation, use, marshaling or such other area(s) as directed by the Contractor. 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, marshaling 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.
- 8.02 Fueling of vehicles or equipment may occur or be done as required by the Contractor. Transportation of fuel, fueling of vehicles and/or fueling of equipment on the Project may be performed by persons who are not members of the bargaining unit.

- 8.03 Warranty work may, at the Contractor's discretion after consultation with the Union, be performed at any location on the Project by persons who are not members of the bargaining unit.
- 8.04 Specialized work or work requiring proprietary technology, as determined by the Association after consultation with the Union, to be performed on the Project, may at the Contractor's discretion, be performed at any location on the Project by persons who are not members of the bargaining unit.
- 8.05 Repair work or maintenance work on any vehicles or equipment on the Project may, at the Contractor's discretion, be performed at any location on the Project by persons who are not members of the bargaining unit. Maintenance preservation work on equipment and/or modules on the Project prior to commissioning may, at the discretion of the Association/Contractor, be performed at any location on the Project by persons who are not members of the bargaining unit.

Article 9 – Security and Site Regulations

- 9.01 The Association and Contractor(s) may initiate appropriate measures, including the establishment of rules, policies, procedures and regulations to safeguard the Project or any portion of the Project or the area of the Project controlled by the Contractor and to govern the behaviour and conduct of all persons therein. This right should not be interpreted in any way to restrict the Owner's ability to make rules, procedures, standards or regulations for the Project or any portion of the Project.

Article 10 – Health and Safety

- 10.01 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.
- 10.02 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 Union. The Parties recognize that it is the responsibility of everyone to cooperate in the reduction of risk and exposure with the objective of eliminating accidents, health and safety hazards and advocating observance of all safety rules, standards, procedures, regulations and policies.
- 10.03 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.
- 10.04 The Contractor(s) may provide, where appropriate, upon commencement of employment, specific articles or equipment for use by employee(s) during the course of employment on the Project.
- 10.05 Where the Contractor determines after an employee has been hired that the nature of the work for working conditions will require, employees shall be supplied, at the Contractor's expense, all necessary safety equipment and/or devices to enable the employee to safely perform his/her duties. Employees shall be required to use safety

equipment and/or devices 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:

- i. one (1) safety hat colour coded for identification together with a winter liner;
- ii. one (1) pair of non-prescription safety glasses;
- iii. one (1) safety vest;
- iv. appropriate work gloves;
- v. rain gear (jacket and pants) and protective clothing (including rubber boots) when the nature of the job requires such clothing; and
- vi. such equipment shall be of reasonable quality, fit and size for the employee.

- 10.06 All such equipment or articles provided under Article 10.04 and 10.05 hereof shall remain the property of the Contractor. It shall be the responsibility of the employee to care for the articles and equipment provided. Should the articles or equipment be rendered unsafe for use due to normal wear and tear during employment, the Contractor shall replace the articles by exchange upon return by the employee. The employee shall be responsible to return such equipment or articles in good working order (subject to reasonable wear and tear) at the end of an employee's employment. Failure to return such equipment or articles shall result in their cost being charged to the employee(s), which the Contractor may deduct from the employee's wages.
- 10.07 All personal protective equipment, whether employee or Contractor supplied, shall be Canadian Standards Association (CSA) approved.
- 10.08 The employee shall be responsible to provide his/her prescription safety eyeglasses; however, 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 two hundred and fifty dollars (\$250.00) per employee for the life of the Agreement, to have prescription safety eyeglasses repaired or replaced, at the option of the Contractor (Subject to acceptable verification of the cost of repair or replacement being provided to the Contractor).
- 10.09 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.
- 10.10 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.

- 10.11 The Parties agree to comply with the *Workplace Health, Safety and Compensation Act* of the Province of Newfoundland and Labrador.
- 10.12 The Contractors, IBEW and bargaining unit members agree to comply with the obligation to participate in job observations and investigations.

Article 11 – Human Rights

- 11.01 The Parties agree to comply by the Newfoundland and Labrador *Human Rights Act*.
- 11.02 The Parties agree that there will be no contravention of this Agreement by the Contractor, Association or Union as a result of the Contractor complying with all obligations that benefit the Labrador Innu in this Agreement including but not limited to hiring priority, retention priority, cultural leave benefit or any other benefits or provisions.

Article 12 – Diversity and Gender Equity on the Project

- 12.01 The Association, its Contractor members and the Union will promote and support Gender Equity Programs and Diversity Programs established in accordance with the Benefits Strategy and programs established in order to support the training, hiring and retention of Labrador Innu. 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.
- 12.02 The Association, its Contractor members and the Union will support the Lower Churchill Project Gender Equity and Diversity Program and the participation goals for women and underrepresented groups established in consultation with the Province.

Article 13 – Strikes and Lockouts

- 13.01 The Association, its Contractor members, the Union 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 Union and the bargaining unit members agree to the following:
- a) During the life of this Agreement there shall be no lockout by the Association or Contractors and there shall be no strike on the part of the Union 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 worksite.
 - b) If after an investigation has been completed, which investigation shall include consultation with the Union, the Association or Contractor determines that an employee(s) has instigated an illegal strike contrary to Article 13.01(a), such

employee(s) shall be terminated and shall not be name hired, selected or referred by the Union, the Association or any of its Contractor members to the Project. Should such termination be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 13.01(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 Union, the Association or Contractor determines that an employee(s) has participated in an illegal strike contrary to Article 13.01(a) such employee(s) shall be subject to disciplinary action up to and including termination and, where terminated, shall not be referred by the Union, the Association or any of its Contractor members to the Project. Should such discipline be grieved and subsequently arbitrated, the Parties agree that should an arbitrator determine that a violation of Article 13.01(a) has occurred, the arbitrator shall have no jurisdiction to substitute a lesser penalty, except in the case of exceptional mitigating circumstances.

Article 14 – Liaison Committee

14.01 The Association, its Contractors and the IBEW agree to the following:

- a) Provide strong leadership in both the Association and IBEW in dealing with all work place issues and disputes.
- b) Commit to dealing with work related issues or disputes on the Project in a timely and collaborative manner with minimal impact to the working environment.
- c) Administering the grievance and arbitration process in a way that adheres to the above principles and ensures grievances and arbitrations are dealt with in a timely and collaborative manner with minimal impact on the progress of work.

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

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

- 14.03 The Liaison Committee shall maintain a maximum of five (5) and a minimum of three (3) representatives of the Association and a maximum of five (5) and a minimum of three (3) representatives of the Union with the Chairperson alternating between a Union representative and Association representative. The Association shall appoint a designated Association Site Representative who shall be responsible for recording and distributing the minutes of all meetings. At any meeting of the Liaison Committee, each of the Association and the Union shall be entitled to cumulative representation equal to the number of representatives present from the other Party. Each Party shall notify the other in writing of its designated representatives on the Liaison Committee.
- 14.04 A meeting of the full Liaison Committee shall occur once every three (3) months or more often, if necessary, on written consent of the Parties. Each Chairperson shall submit to the designated Association Site Representative a list of agenda items to be discussed. The designated Association Site Representative shall prepare the agenda and distribute the agenda to the Committee members prior to the meeting.
- 14.05 The Liaison Committee may create a subcommittee for more frequent meetings for any specific geographical area of the Project or specific scope of work. The Union and the Association will appoint representatives to be members of the subcommittee. A meeting of the subcommittee of the Liaison Committee may occur monthly or more often if necessary on written consent of the Parties.
- 14.06 Any union representative appointed to serve on the Liaison Committee or Sub-Committee, who is an employee under this Agreement, will be given leave with pay, which leave shall be subject to Contractor approval, which approval will not be unreasonably withheld, to attend meetings which take place during the employee's regularly scheduled work hours.

Any employee / Union member not a representative of the Liaison Committee, required to attend a Liaison Committee or sub-committee meeting, will be given leave with pay, which leave shall be subject to Contractor approval, which approval will not be unreasonably withheld, to attend meetings which take place during the employee's regularly scheduled work hours.

Article 15 – Grievance and Arbitration

- 15.01 The purpose of this Article is to establish a procedure for the discussion and prompt resolution of grievances concerning a disciplinary measure for other than just and reasonable cause, or a dispute arising out of the interpretation, application, administration, or alleged violation of this Agreement.
- 15.02 All grievances shall be adjusted in accordance with the following procedures:
- a) **PRE-GRIEVANCE:** Complaints must be taken by the employee(s), accompanied by the shop steward if they so desire, to the employees non-union supervisor to discuss and, if possible, to resolve within two (2) days after the circumstances giving rise to the complaint have occurred or within two (2) days of the employee becoming aware of such circumstances. 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.

- b) **STEP 1:** Any complaint discussed under 15.02(a) that is not satisfactorily resolved by the employee, steward and supervisor may become a grievance and shall be reduced to writing and provided to the supervisor within five (5) days after the circumstances giving rise to the complaint have occurred or within five (5) days of the employee becoming aware of such circumstances. The supervisor shall render his/her decision, in writing, within three (3) days of his/her receiving the written grievance. The written grievance shall state the alleged violation, the date of the violation, the facts describing the alleged violation, the location of the violation, the person or entity committing the violation, the Article or Articles of the Agreement alleged to have been violated and the remedy sought.
- c) **STEP 2:** Should the written decision rendered in Step 1 be unsatisfactory to the employee, or should no decision be rendered, the employee assisted by his/her steward, shall submit the written grievance within a further two (2) days to the Association and the Contractor's designated representative on the Project. The Association, Contractor, and Union representative(s) and the employee, assisted by the shop steward, shall meet within five (5) days to discuss the matter. Prior to the second step meeting, the Association and Union commit to engage in a joint fact finding exercise with a view of developing a common understanding of the facts surrounding the dispute, to better position the Parties to resolve such dispute. The Contractor shall render a decision in writing within one (1) day of the second step meeting. If such a meeting is not held the matter shall be referred to Step 3.
- d) **STEP 3:** Should the decision rendered at Step 2 be unsatisfactory, within two (2) days of the decision, the Contractor, the Association and the Union representatives shall meet to discuss the matter. If no resolution can be achieved within two (2) days either the Union or the Association may, within five (5) days of the meeting, refer the matter to arbitration in accordance with the procedure contained herein. If such meeting is not held, the matter may be referred by either the Union or the Association to the next step, arbitration.

15.03 The Contractor shall provide the Union with a copy of any written disciplinary action taken against an employee.

15.04 In the case of discharge or suspension:

- a) An employee who is discharged shall be notified in writing by the Association/Contractor and a copy will be forwarded to the Union. Such notice will state the reasons for discharge. If the employee considers they have been discharged for other than just cause, they may, within three (3) days of receipt of the discharge notice, file a written grievance commencing at Step 3 of the grievance procedure.
- b) An employee who receives a disciplinary suspension shall be notified in writing by the Association/ Contractor and a copy will be forwarded to the Union. Such notice will state the reasons for the discipline. If the employee considers that they have been disciplined for other than just cause, they may file a written grievance commencing at Step 2 of the grievance procedure.

- 15.05 The Association or Contractor may file a grievance, in writing, with the Union within five (5) days after the circumstances giving rise to the grievance have occurred or originated or within five (5) days of the Association or Contractor becoming aware of such circumstances. The Union may file a grievance, in writing, with the Association within five (5) days after the circumstances giving rise to the grievance have occurred or originated or within five (5) days of the Union becoming aware of such circumstances. If such grievances are not resolved within two (2) days, the grievance may be treated as a grievance commencing at Step 3, and may be referred to arbitration in the same manner as an employee's grievance.
- 15.06 The appointment of an arbitrator will be made within four (4) days of a referral to arbitration under Step 3. The arbitrator shall be selected in rotation from the list of six (6) arbitrators as set out in Schedule "D" attached to and forming part of this Agreement. The list shall be reviewed and may be updated by mutual agreement of the Parties once every year during the term of this Agreement. Should the arbitrator whose turn it is be unable to act within the time requirements delineated in this Article, he/she shall be passed over to the next person on the list, and so on.
- 15.07 The arbitrator shall, within twenty (20) days of his/her appointment, convene an arbitration hearing to hear the relevant evidence. All rulings will be given by the arbitrator within fifteen (15) days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding on the Parties.
- 15.08 The arbitrator shall be governed by the following provisions. The arbitrator:
- a) Shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement so far as shall be necessary for the determination of the grievance, including remedies, but shall not have the power to alter, add to or amend any of the provisions of this Agreement.
 - b) Shall have the authority to review and modify any penalty imposed by the employer and, in the case of discharge of an employee, substitute such other penalty as deemed just and reasonable in the circumstance, except as may otherwise be provided in this Agreement.
 - c) Shall determine whether a grievance is arbitrable.
 - d) Shall have access to the worksite to view site facilities, ongoing construction work, installation of equipment and/or machinery, and other working conditions, which may be relevant to the resolution of the grievance.
 - e) Shall determine the procedure and shall give full opportunity to both parties to present evidence and make representations.
 - f) Shall not dismiss any grievance on a technicality or error on the grievance form.
- 15.09 In the interest of providing speedy resolution to grievances, arbitration hearings may be conducted by video and/or telephone conference call unless mutually agreed otherwise, with the Association and the Union representatives or their designated respective legal counsel(s) acting as presenters.

- 15.10 The time limits specified in Article 15.02(a), (b), (c) and (d) above are mandatory. The Parties may, by mutual consent in writing, extend the time limits of this grievance and arbitration procedure. Failure of a party to file a grievance or failure of the grieving party to advance a grievance to the next step, within the time limits, shall constitute abandonment of the grievance.
- 15.11 The Contractor/Association and Union involved in arbitration agree that the fees and expense of the arbitrator will be paid in accordance with the following:
- a) In the event the arbitrator makes a determination that there is a losing party or parties, an arbitrator may order the losing party or parties to pay the arbitrator's fees and expenses.
 - b) In the event the arbitrator makes no order as to the payment of fees and expenses, each of the party or parties shall pay an equal share of the fees and expenses of the arbitrator.
- 15.12 Where an employee is required to attend an arbitration to give evidence on a day that they are scheduled to work, the Contractor shall provide the employee, upon request, with leave to attend the hearing and the party requiring the employee's attendance shall be responsible to pay the employee's lost wages.

Article 16 – Shop Stewards

- 16.01 Stewards shall be appointed by the Union Business Manager or his/her representative. Gender Equity and Diversity shall be considerations in the appointment of stewards. When a scheduled second and/or third shift occurs, stewards for such shift(s) may be appointed. Such appointments shall be confirmed in writing to the Contractor and the Association. Stewards assigned to represent a particular shift will not retain their status if that shift is cancelled.
- 16.02 This Article 16 does not affect a Contractor's right to determine where and when employees work or what shifts they work on.
- 16.03 Stewards shall not be discriminated against in the performance of union duties. The steward will notify and obtain permission from his/her immediate supervisor before leaving his/her work location to deal with any matter relating to this Agreement, which permission will not be unreasonably denied.
- 16.04 There shall be no non-working stewards. Subject to Article 16.03 above, stewards will be granted sufficient time to conduct their legitimate union duties during working hours. All union duties performed during working hours shall be at the steward's regular rate of pay. Stewards will not be paid for duties performed outside of their regularly scheduled work hours.
- 16.05 Stewards shall be the last employee laid off where the steward has the skill, ability and competency to perform the required work.
- 16.06 Stewards shall receive pre-employment training in the Code of Excellence.

16.07 When five (5) or more employees / union members are required to work overtime, a shop steward qualified to perform the work will be part of the five (5) or more overtime crew working the overtime.

Article 17 – Maximize Productivity

17.01 The Parties agree that obtaining high standards of labour productivity will be a key factor for the Project success. Accordingly, given the importance of the Project to the people of Newfoundland and Labrador, the Association, its Contractor members, the Union and the members of the bargaining unit will take affirmative steps to ensure productivity opportunities are identified and maximized. The Union and the members of the bargaining unit agree to cooperate in the implementation of productivity improvement initiatives.

Article 18 – Work Teams

18.01 The Association, Contractor(s), and the Union agree that the utilization of cross functional 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.

18.02 The Association, Contractor(s) and the Union agree that Work Teams will be composed of different worker 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 workers.

18.03 Work Teams will be under the direction of a foreman or supervisor, as determined by the Contractor, who shall have authority for the direction and control of the work of the Work Team and will act as a liaison between the Work Team and other aspects of the Project.

18.04 Employees are required to take ownership of the Work Team concept and team based approach and shall perform all work assignments provided they are qualified to perform such work safely.

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

19.01 The Association, Contractors and Union agree that given the different types of work, the composition of the workforce, the variety of weather conditions and the varied geographical areas 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

19.02 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 from Monday to Friday, or four (4) consecutive ten (10) hour work days from Monday to Thursday, 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.

- b) Overtime shall be paid as follows for a work week consisting of five (5) consecutive eight (8) hour work days:
 - i. All hours worked in excess of eight (8) hours per day shall be paid at one and one half (1½) the straight time rate of pay;
 - ii. All hours worked on Saturday shall be paid at one and one half (1½) the straight time rate of pay;
 - iii. All hours worked on Sundays and recognized holidays under Article 23.02 shall be paid at double the straight time rate of pay.
- c) Overtime shall be paid as follows for a work week consisting of four (4) consecutive ten (10) hour work days:
 - i. All hours worked in excess of ten (10) hours per day at one and one half (1½) the straight time rate of pay;
 - ii. All hours worked on Friday and Saturday shall be paid at one and one half (1½) the straight time rate of pay;
 - iii. All hours worked on Sundays and recognized holidays under Article 23.02 shall be paid at double the straight time rate of pay.

Extended Work Schedule

19.03 Notwithstanding Article 19.02 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 varied geographical areas of the Project, the Contractor(s), after consultation with the Union and approval of the Association, may utilize Extended Work Schedules as set out below. Such Extended Work Schedules shall consist of scheduled days of work followed by scheduled days of rest.

- a) 10 days on and 4 days off x 10 hours/day;
 14 days on and 7 days off x 10 hours/day;
 14 days on and 14 days off x 10 hours/day;
 20 days on and 8 days off x 10 hours/day;
 21 days on and 7 days off x 10 hours/day;
 28 days on and 14 days off x 10 hours/day.
- b) These Extended Work Schedules allow for an any-day start. A work week during an Extended Work Schedule will consist of any seven (7) consecutive days as designated by the Association and/or Contractor. Examples of hours paid and hours worked for each Extended Work Schedule are contained in Schedule "H".

- c) Additional Extended Work Schedules may be implemented by the Association after consultation with the Union.
- d) Overtime for Extended Work Schedule shall be paid as follows:
 - i. All hours worked in excess of ten (10) hours per day at one and one half (1½) the straight time rate of pay;
 - ii. All hours worked on Friday and Saturday shall be paid at one and one half (1½) the straight time rate of pay;
 - iii. All hours worked on Sundays and recognized holidays under Article 23.02 shall be paid at double the straight time rate of pay.

General

- 19.04 There shall be no pyramiding 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 (eg. when a Power Line Technician ("PLT") is working in Labrador on a Sunday, which falls on a recognized holiday, such employee shall be paid at double the employee's straight time rate of pay, plus the PLT Premium of six dollars (\$6.00) per hour worked and the Labrador Premium of three dollars and fifty cents (\$3.50) per hour worked).
- 19.05 Unpaid lunch breaks will normally be at mid-shift but may be staggered within one hour either side of mid-shift, at the Contractor's discretion, and shall be one half (½) hour. An employee who is required, by the Contractor, to work through the two (2) hour period shall be paid at the employee's applicable overtime rate for one half (½) hour and shall, as soon as practicable thereafter, be given sufficient time to consume his/her meal.
- 19.06 One paid rest break of ten (10) minutes will be allowed during each half shift in an eight (8) hour shift. One paid rest break of fifteen (15) minutes will be allowed during each half shift of a ten (10) hour shift. The scheduling of such rest breaks shall be at the discretion of the Contractor.
- 19.07 The Parties are committed to delivering value for pay, and with that in mind, the Parties agree as follows:
- a) Unless a reporting point is designated by the Contractor, employees shall be in attendance at their work location and prepared to commence work at the scheduled starting time for their respective 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.
 - b) When employees are required to attend at a reporting point designated by the Contractor, the Contractor is responsible to provide transportation and compensation to the employee from the reporting point to the job site and back.
 - c) Article 19.07(b) does not apply to employees performing work on the converter station, switch yard or related work at the Muskrat Falls dam and generating facility. Employees working at these locations shall be transported by bus to and

from the designated pick-up location in Happy Valley-Goose Bay to a location near the Project. The Association will establish a daily commute busing system from the designated pick-up areas within the Free Zone, which designated pick-up areas will include a location in Sheshatshiu, North West River and Happy Valley-Goose Bay. Employees shall be paid when they start work at their designated work location, not at the point when they enter the Project.

- d) Employees shall be diligent in respecting start times, shift completion times and break times.
 - e) Employees, where appropriate, shall be permitted reasonable time for clean-up and store tools before leaving their work location at the end of each shift.
- 19.08 a) 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.
- b) 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.
- 19.09 When an employee is required to remain at work beyond their scheduled shift, 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. When an employee is required to remain at work beyond their scheduled shift, after such employee works beyond two (2) hours of scheduled overtime, such employee will be provided a fifteen (15) minute break within the next two (2) hours or 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.
- 19.10 When an employee is required to extend his/her shift (early start and/or late quit) up to a maximum of one (1) hours, Article 19.09 will not apply. The employee shall be compensated at the applicable overtime rate of pay for the time worked.
- 19.11 The hours set forth in this Agreement do not constitute a guarantee of hours of work per day, per week or per work schedule.
- 19.12 A Contractor, after receiving written authorization from the Association, may change the work schedule(s) as provided for in Article 19, upon providing the Union twenty-four (24) hours written notice of the change.
- 19.13 The nature of the work on the Project shall, from time to time, require the interruption of work, which shall result in temporary layoff of employees for short periods of time. For those work interruptions not exceeding thirty (30) days, the Contractor shall advise the Union of its recall needs, and the Union shall issue a referral slip in the same order as those laid off.

- 19.14 All hours worked after a Regular Work Schedule or Extended Work Schedule has been completed and prior to the commencement of an employee's next Regular Work Schedule or Extended Work Schedule, shall be paid at the applicable overtime rate.

Article 20 – Shifts

- 20.01 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.
- 20.02 A shift premium of three dollars (\$3.00) per hour shall be paid for all regularly scheduled hours worked, on other than the day shift. For the purposes of paying a shift premium, a day shift shall be defined as a shift commencing between the hours of 5:00 a.m. and 9:00 a.m. Overtime payment is calculated prior to the addition of any shift premium.
- 20.03 No employee shall be scheduled to work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. However, if an employee continues to work past the end of their scheduled shift or commences a new shift prior to receiving a break of eight (8) consecutive hours, he/she shall receive the applicable overtime rate of pay for such shift continuation for each additional shift until a break of eight (8) consecutive hours occurs.
- 20.04 An employee whose shift schedule is changed (moved for one shift to another shift) shall receive twenty-four (24) hours' notice of the shift change. No employee shall suffer loss of regular earnings due to his/her shift change.
- 20.05 Split shifts may be utilized for accommodations classifications. Where an employee is scheduled to work a split shift, the employee shall receive a split shift premium of one dollar and fifty cents (\$1.50) per hour.

Article 21 – Reporting Time

- 21.01 Employees who are not residents of the Accommodation Complex and who are given two (2) hours' notice not to report to work shall not be entitled to reporting time. Employees who are residents of the Accommodation Complex and who are given one (1) hour notice not to report to work shall not be entitled to reporting time.

Notice may be given to employees who are not residents of the Accommodation Complex through local radio stations or by requiring employees to call a designated phone number, or by such other reasonable means as determined by the Association and/or Contractor. Notice may be given to residents of the Accommodation Complex by posting a notice in a common area of the Accommodation Complex or by any other reasonable means determined by the Association and/or Contractor.

Where employees are not provided with notice pursuant to this Article 21.01, the following shall apply:

Employees who are not residents of the Accommodation Complex who are given less than two (2) hours' notice not to report to work shall be entitled to be paid to the employee's scheduled mid-shift at the applicable rate.

Employees who are residents of the Accommodation Complex who are given less than one (1) hour notice not to report to work shall be entitled to be paid to the employee's scheduled mid-shift at the applicable rate.

- 21.02 If an employee reports to work as requested at the regular starting time and is not put to work, the so affected employee shall be entitled to be paid to the employee's scheduled mid-shift at the applicable rate.
- 21.03 If an employee reports to work as requested at the regular starting time and is put to work, the so affected employee shall be paid all hours worked at the employee's applicable rate of pay and in no case less than to the employee's scheduled mid-shift.
- 21.04 If an employee reports to work as requested at the regular starting time and is requested to standby, either at the workplace or another area designated by the Contractor, the so affected employee shall be paid for all hours he/she works and stands by at the request of the Contractor at the employee's applicable rate of pay and in no case less than to the employee's scheduled mid-shift.
- 21.05 The above payment scenarios are mutually exclusive and shall not be pyramided, however, the employee's applicable rate shall include all applicable premiums.
- 21.06 In order to qualify for reporting time the employee must remain on the job until otherwise directed by the Contractor.

Article 22 – Call Out

- 22.01 Employees who have completed their day's scheduled hours of work and have left the worksite or have returned to the accommodation site and are called out and return to work, shall receive no less than four (4) hours' pay at the employee's applicable overtime rate. Employees who work in excess of four (4) 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.
- 22.02 A callout under this Agreement is not scheduled work.

Article 23 – Vacation and Recognized Holidays

- 23.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including overtime for all employees.
- 23.02 The following recognized holidays will be observed:
- a) New Year's Day
 - b) Good Friday
 - c) Canada Day
 - d) Civic Holiday
 - e) Labour Day

- f) Remembrance Day
- g) Christmas Eve
- h) Christmas Day
- i) Boxing Day
- j) Victoria Day
- k) Thanksgiving Day

- 23.03 All work performed on a recognized holiday shall be paid at double the straight time rate of pay.
- 23.04 The date of observance of recognized holidays shall be as gazetted by the Provincial Government or as designated by the Association or Contractor after consultation with the Union.
- 23.05 An employee who is eligible to take vacation may request vacation time off in writing to the Contractor. The vacation time is subject to the approval of the Contractor which approval will not be unreasonably withheld.

Article 24 – Accommodations

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

Article 25 – Travel and Board

25.01 For the purpose of this article, the definition of "permanent residence" for a resident of Newfoundland and Labrador shall be the same as the definition of Provincial Resident in this Agreement and for those outside of Newfoundland and Labrador, as follows:

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

25.02 Free Zone: There shall be a Free Zone of sixty (60) road kilometres from the designated reporting point or work location as per Article 19, or from a designated pick-up location in Happy Valley-Goose Bay for work on the converter station, switch yard, and related activities at the Muskrat Falls dam and generating facility construction site, whichever is the case, to the city or town boundary of the employee's permanent residence. Employees living within the Free Zone shall travel to and from the designated reporting point or work location as per Article 19, or from a designated pick-up location in Happy Valley-Goose Bay for work on the converter station, switch yard, and related activities at the Muskrat Falls dam and generating facility construction site, whichever is the case, at their own expense.

25.03 Travel Zone: Employees traveling to work who permanently reside a distance greater than sixty (60) kilometers but less than one hundred (100) kilometers from the designated reporting point or work location as per Article 19, or from a designated pick-up location in Happy Valley-Goose Bay for work on the converter station, switch yard, and related activities at the Muskrat Falls dam and generating facility construction site, whichever is the case, to the city or town boundary of the community of the employee's permanent residence shall be paid travel allowance as set out in Article 25.06 per road kilometer one way between the above noted points.

25.04 Employees travelling to work who permanently reside at a distance of one hundred (100) kilometers or greater, from the designated reporting point or work location as per Article 19, or from a designated pick-up location in Happy Valley-Goose Bay for work on the converter station, switch yard, and related activities at the Muskrat Falls dam and generating facility construction site, whichever is the case, to the city or town boundary of the community of the employee's permanent residence, using the most direct route, shall, at the Contractor's discretion, be provided board allowance in accordance with Article 25.07 or accommodations at no cost to the employee, provided the Accommodations Complex or other accommodations are available.

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

If accommodation space becomes available, such employee, if requested by the Contractor, must commence residing at the accommodations within seven (7) days of being so notified. The employee shall cease being paid the board allowance once they

commence residing at the accommodations or upon the expiration of seven (7) days of being notified, whichever is first.

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

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

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

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

25.08 Zone 1 through 5:

An employee, whose permanent residence is located in Zones 1 through 5 being the distance from the employee's accommodations or Accommodations Complex as set out below shall be provided a Travel Allowance when working an Extended Work Schedules of ten (10) consecutive days or more, provided the employee travels by road from their accommodations or the Accommodations Complex to the employee's permanent residence during the Extended Work Schedule turnaround and upon providing proof of travel expense in a form satisfactory to the Contractor. The Travel Allowance shall be payable as follows:

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

Work in Labrador

- 25.09 a) Employee's working an Extended Work Schedule for work in Labrador of ten (10) or more consecutive days, whose permanent residence is located outside of Labrador or in an area of Labrador only accessible by air, will be provided by the Contractor, during each Extended Work Schedule turnaround, the following:
- i. For employees whose permanent residence is on the Island of Newfoundland, air transportation to and from St. John's or such other designated hubs on the Island of Newfoundland to Happy Valley-Goose Bay or such other designated hubs in Labrador;
 - ii. For employees whose permanent residence is in Labrador, air transportation to and from designated hubs in Labrador to Happy Valley-Goose Bay or such other designated hubs in Labrador; and
 - iii. For employees whose permanent residence is outside Newfoundland and Labrador, air transportation to and from designated hubs in other parts of Canada to Happy Valley-Goose Bay or such other designated hubs in Labrador.

Work in Newfoundland

- b) Employee's working an Extended Work Schedule for work on the Island of Newfoundland of ten (10) or more consecutive days, whose permanent residence is located outside the Island of Newfoundland, will be provided by the Contractor, during each Extended Work Schedule turnaround, the following:
- i. For employees whose permanent residents is in Labrador, air transportation to and from Happy Valley-Goose Bay or such other designated hubs in Labrador to St. John's or such other designated hubs on the Island of Newfoundland; and
 - ii. For employees whose permanent residents is located outside Newfoundland and Labrador, air transportation to and from designated hubs in other parts of Canada or outside Canada to St. John's or such other designated hubs on the Island of Newfoundland.

In the event that an overnight stay is required, while in transit to the Project, because of a disruption in air travel, the Contractor shall provide board allowance for each day the employee is delayed provided such employees permanent residence is one hundred (100) km or more from the departing hub and the employee provides proof of a hotel expenditure in a form satisfactory to the Contractor.

In the event an overnight stay is required because an employee is unable to leave from the departing hub near the work location on the employee's scheduled turnaround because of a disruption in air travel, such employee may remain in the Accommodations Complex or other accommodations provided by the Contractor, at no cost, or at the Contractor's discretion, be provided board

allowance each day of the disruption until air transportation from the departing hub near the work location is available.

The Association and/or Contractor shall provide ground transportation to and from the work location to the designated hub.

Employees shall not be paid travel time.

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

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

Article 26 – Wages and Benefits

26.01 All employees covered by this Agreement shall receive wages and benefits effective the commencement of construction in accordance with the attached Schedule "C".

26.02 The work week for payday purposes shall end on Saturday at midnight and employees shall be 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 worker's name and payroll number;
- j) The pay period;
- k) Gross and net earnings; and
- l) Pension contributions.

- 26.03 The Contractor shall remit contributions in an amount and manner as required by the attached Schedule "C". The remittance of these funds shall in no way require the Contractor to become or remain a member of any union, group or association as a condition for making such contributions.
- 26.04 Changes to benefit contributions may be made at the request of the Union, in writing, subject to the gross hourly package remaining unchanged. Such request to change the benefit contributions may be made annually between April 1st and April 30th and shall be implemented no later than June 1st.
- 26.05 The Contractor shall remit the amounts for all funds as specified in Article 27 and Schedule "C".

Article 27 – Project Funds

Designated Fund (NETCO Fund)

- 27.01 The parties recognize the importance of the promotion, advancement, training and growth in the Electrical Industry. Effective at the commencement of Project construction, the Contractor will remit to the International Brotherhood of Electrical Workers three cents (\$0.03) per hour worked as a contribution to the National Electrical Trades Council.

Project Administration Fund

- 27.02 The Contractor(s) shall remit ninety cents (\$0.90) per hour worked under this Agreement to the Project Administration Fund. These monies shall be remitted no later than the fifteenth (15th) day of the month following the month worked. The money shall be remitted to IBEW Local 1620 directly by the Contractor(s).

Employee Assistance Program

- 27.03 The Union shall provide for an Employee Assistance Program ("EAP Program"), acceptable to the Association, as part of the health and welfare benefits available to employees working on the Project. The cost of the EAP Program shall be equally shared by the Union and Contractor(s) to a maximum of three cents (\$0.03) per hour worked for the Union and three cents (\$0.03) per hour worked for the Contractor(s).

Article 28 – Labrador Premium, Island Premium and PLT Premium

Labrador and Island Premiums

- 28.01 In recognition of the uniqueness of the Project, its importance to the Province of Newfoundland and Labrador and the duration of the Project, workers shall receive the following:
- a) For work performed in Labrador, a Labrador Premium payment of three dollars and fifty cents (\$3.50) per hour for all hours worked. Contractors shall pay the premium quarterly (approximately every ninety (90) days and as agreed to by the Parties) at the end of the next pay period. The premium is not part of the wage package and does not attract a vacation pay and recognized holiday pay.

- b) For work performed in Newfoundland, an Island Premium payment of three dollars (\$3.00) per hour for all hours worked. Contractors shall pay the premium quarterly (approximately every ninety (90) days and as agreed to by the Parties) at the end of the next pay period. The premium is not part of the wage package and does not attract a vacation pay and recognized holiday pay.

28.02 The dates for payment of the Labrador Premium and Island Premium shall be set by the Liaison Committee annually.

28.03 Upon layoff, workers shall receive their respective Labrador Premium or Island Premium in their final pay.

Power Line Technician Premium

28.04 The Parties agree that based upon a competitive labour market and the challenge of attracting skilled Power Line Technicians for the Project, and in recognition of the hazardous nature of the job inherent in working with electricity, in relation to the construction of the transmission system, including but not limited to the installation, maintenance, testing, repair and dismantling of electrical power generation, transmission and distribution system equipment, lines, apparatus and substations, Power Line Technicians employed and performing work on the Project shall receive a payment of six dollars (\$6.00) per hour for all hours worked, commencing with the commencement of construction and continuing for the duration of the Project (the "PLT Premium"). Contractors shall pay PLT Premium each pay period. The PLT Premium is not part of the wage package and does not attract payment of Vacation Pay and Recognized Holiday Pay.

Article 29 – Project Enhancement Programs

29.01 The Association may, at its discretion, implement a project enhancement program(s) for the Project or portions of the Project, after consultation with the Union.

Article 30 – Termination of Employment

30.01 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.

30.02 Contractor(s) shall provide four (4) hours' notice or 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, check out of accommodations, and/or prepare his/her own tools for the next job.

30.03 Layoffs shall occur in reverse order of hiring priority described in Article 7. For greater clarity, the last employees laid off shall be qualified residents of Newfoundland and Labrador and layoffs shall be in compliance with the Benefits Strategy and hiring priority for qualified Labrador Innu for the Labrador portion of the Project, subject to the retained employees having the skills, abilities, competencies and qualifications necessary to complete the remaining work.

- 30.04 Employees who are being provided with accommodations by the Contractor and who are laid off and are being provided transportation by the Contractor shall be entitled to continue to receive accommodations until such time as transportation is made available by the Contractor.
- 30.05 In the event of a reduction of the workforce, anyone promoted from journey person to foreperson or working foreperson may be demoted to journey person. Anyone name hired as a foreperson or working foreperson shall be laid off as a foreperson or working foreperson.
- 30.06 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. The employee's Record of Employment shall be mailed to the employee's last known mailing address on file with the Contractor within five (5) calendar days after the end of the pay period in which the employee is laid off or terminated.
- 30.07 The Parties agree that in the case of layoffs, apprentices will be retained to the extent permitted by Project conditions as determined by the Contractor, Article 30.03 and the law.

Article 31 – Tools

- 31.01 Employees are to supply appropriate tools and equipment required to carry out the work to be performed as determined by the Association. Power Line Technicians, Power Line Technician Apprentices, Electricians and Electrician Apprentices shall supply the tools and equipment set out in Schedule "G" attached hereto and forming part of this Agreement. The tools and equipment are subject to verification by the Contractor upon commencement of employment. If the Contractor deems that other tools or equipment are necessary, they shall be supplied by the Contractor.
- 31.02 The employee's personal tools shall be in good condition when he/she is hired on the job and they shall be maintained and kept in good condition.
- 31.03 The Contractor(s) will provide the appropriate lock-fast facilities for storage of personal tools.
- 31.04 Employees will be held responsible for 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 Contractor, 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 due to break-in or forcible entry of Contractor arranged lock-fast facilities, provided the loss or damage is immediately reported by the employee, in writing, to the Contractor.
- 31.05 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, 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.
- 31.06 Contractors will not be held responsible for personal tools which have not been identified on the employee's tool list by an authorized Representative of the Contractor. The employee shall provide an inventory list and the Contractor shall conduct an inventory check prior to the employee's commencement of work.
- 31.07 Employees, arriving at the Project or leaving the Project upon termination of employment, will be assisted in transporting their personal tools to or from the bus depot or parking lot.
- 31.08 An employee's tools which have to be replaced or sent off the job site for repair will be replaced and returned as soon as possible.

Article 32 – Welding Testing

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

Article 33 – Lunch Room and Facilities

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

Article 34 – Apprenticeship and Training

- 34.01 The Association, the Contractors and the Union, in alignment with the Benefits Strategy and obligations to the Labrador Innu, 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.
- 34.02 The Parties 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.
- 34.03 The Association, the Contractors and the Union agree, to the extent permitted by Project conditions and law, to maximize placement and utilization of apprentices.
- 34.04 Gender equity and diversity shall be a 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.

Article 35 – Leave of Absence

- 35.01 a) 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, common law spouse, child (step child), parent (step parent), legal guardian, brother, sister, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law or other relative or dependant living in the employee's Permanent Residence.
- b) Employees may request and be granted, subject to the approval of the Contractor, additional leave days without pay to cover extenuating circumstances associated with the bereavement leave.
- 35.02 Bereavement leave shall not be granted for time that would not normally have been worked and under no circumstances shall pay be granted for overtime missed as a result of an employee's absence.
- 35.03 Employees shall be entitled to pregnancy, parental and adoption leave in accordance with the provisions of the Newfoundland and Labrador *Labour Standards Act* in effect on of the date of this Agreement.
- 35.04 Employees summoned to attend upon a court of inquiry or any other judicial proceeding as a juror or prospective juror in accordance with the Newfoundland and Labrador *Jury Act, 1991* shall be paid the same as they would if they had been scheduled to work.
- 35.05 The Contractor may grant a leave of absence, without pay, to any employee for personal or cultural reasons. Requests for such leave shall be made in writing at least one week in advance of the requested leave. Leave request shall be subject to Contractor needs and Project conditions but shall not be unreasonably denied by the Contractor.

Article 36 – Work Refusals

36.01 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 37 – Commissioning

37.01 Commissioning activities are important to the success of the Project. During the Commissioning process, the Owner, EPCM, commissioning contractor or vendor, carrying out Commissioning work, may utilize Union members, Owner employees, vendor employees, EPCM employees or commissioning contractor employees who are not members of the bargaining unit. Notwithstanding any other article in this Agreement, workers required for Commissioning may be selected by the Owner, EPCM, commissioning contractor or vendor from the Union and may be required to work on multi-disciplined Work Teams. Commissioning work executed by Union members shall fall within the scope of this Agreement. Commissioning work executed by Owner employees, vendor employees or representatives, EPCM employees or commissioning contractor employees who are not members of the bargaining unit shall fall outside the scope of this Agreement.

Article 38 – Saving

- 38.01 Should any provision of this Agreement be found by an arbitrator or court of competent jurisdiction to be in conflict with any law or regulation of Canada or Newfoundland and Labrador, such provision shall be superseded by such law or regulation. Notwithstanding such invalidation, the remaining provisions shall remain in full force and effect.
- 38.02 Unless prohibited from doing so by such law, regulation or court ruling, the Parties shall commence negotiations within fourteen (14) days to provide a valid replacement of such provision.
- 38.03 Notwithstanding Article 15.08 or any other Article in this Agreement, in the event that negotiations do not result in agreement on a legal replacement provision within fourteen (14) days of the commencement of negotiations, or such longer period as may be mutually agreed, the matter shall be resolved in accordance with the arbitration process in this Agreement.

Article 39 – Duration

- 39.01 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, including mobilization and demobilization by the Contractors, except as provided herein.
- 39.02 Without restricting the generality of the foregoing, this Agreement ceases to apply when Mechanical Completion of the work, or a part of components thereof is attained and is handed over to the Owner, or its designate.

39.03 Mechanical Completion occurs when construction is physically complete (manufactured, fabricated, installed and connected), safe (related systems necessary for protection of personnel and property are in place), clean (flushed, clean and dry), tight (bolt tensioned, hydro tested and re-instated), inspected, tested and documented.

39.04 Notwithstanding Article 39.02, 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 unit(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.

Subject to Articles 8.03, 8.04 and 8.05 of this Agreement, should the Owner, or its designate, require assistance from a Contractor in modifying, altering or fixing up any work performed by the Contractor pursuant to this Agreement, or part or components thereof, the work will normally be performed by members of the Union pursuant to this Agreement.

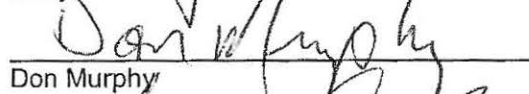
Signed at St. John's, Newfoundland and Labrador this 28th day of January, 2013.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

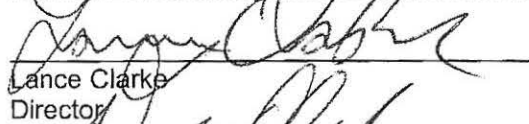

Phil Flemming

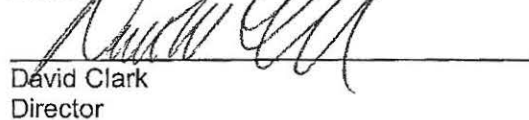
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1620


Terry Rose


Don Murphy

LOWER CHURCHILL TRANSMISSION CONSTRUCTION EMPLOYERS' ASSOCIATION INC.


Lance Clarke
Director


David Clark
Director

SCHEDULE "A"
PROJECT DEFINITION

Schedule "A" - Project Definition

1. "Project" means the "scope of construction work" performed by Contractors engaged by the Owner or the EPCM agent of the Owner performing work within the geographical area designated on Schedule "B" or other geographical area designated in writing by the Owner or the EPCM agent of the Owner, or construction work described below performed outside the area delineated on Schedule "B" or outside the designated geographical area, which scope of construction work is defined as follows:
 - a) Construction activities include construction, dismantling and/or erection of transmission towers, related infrastructure, materials or equipment within the transmission right-of-way described on Schedule "B" or directly adjacent to the transmission right-of-way.
 - b) Construction of substations, switch yards, converter stations, electrodes, electrode lines, synchronous condensers, transition compounds and related construction activities at work sites designated by the Owner or the EPCM agent of the Owner, except as provided in paragraph 2 below.
 - c) Construction support activities being the operation of the designated lay-down, storage, staging and warehouse areas and the transportation of goods, equipment, materials or supplies between the designated area on Schedule "B" and/or geographical areas designated by the Owner or EPCM agent of the Owner. Construction of required access roads approved by the Owner or EPCM agent of Owner and any designated related activities to the construction of the required access roads.
 - d) Construction support activities being mobilization and demobilization of accommodations designated by the Owner or the EPCM agent of the Owner, the operation of the designated accommodations, food services in the designated accommodations or other designated activities in the accommodations.
 - e) The transportation of employees from the designated reporting point described in Article 19 to the work areas located within the geographical area delineated on Schedule "B" or any other geographical area designated by the Owner or EPCM agent of the Owner.
2. Project scope of construction work shall not include:
 - a) persons engaged in the supply, installation, termination and testing of the Marine HVDC cable system crossing the Strait of Belle Isle, including but not limited to associated work from the cable system components in the Transition Compound at Forteau, Labrador, to cable system components in the Transition Compound at Shoal Cove, Newfoundland. This work includes but is not limited to persons engaged in the supply and installation of surge arrestors, terminations, fibre optic system, HVDC cable accessory and spares, land HVDC cable, engineered thermal backfill, transition joint bays, horizontally drilled cable conduits, HVDC marine cable, submarine berm, operation of rock quarry and transportation of materials from such rock quarry;
 - b) employees of Nalcor Energy, Emera Inc. and NSP Maritime Link Inc. or any of their subsidiaries, performing work on the Project or any portion of the Project;

- c) Construction activities performed under another Special Project Order issued under Section 70 of the *Labour Relations Act* including but not limited to the construction of the switch yard at the Lower Churchill Hydro Electric Project at Muskrat Falls to the completion of the concrete pad and anchor bolts, and the construction of a converter station to the point the building is mechanically complete and ready to receive the installation of valve halls and related equipment for installation. The Owner or the EPCM agent of the Owner has the absolute discretion to determine when the converter station is mechanically complete and ready to receive the installation of valve halls and related equipment for installation. The Owner or the EPCM agent of the Owner has the absolute discretion to determine when the concrete pad and anchor bolts of the switch yard have been completed.
- d) Non-designated, laydown areas, staging areas or storage areas for materials fabricated for transmission construction or any other goods and materials.

SCHEDULE "B"
DESIGNATED GEOGRAPHICAL AREA

Schedule "B" – Designated Geographical Area

1. The geographical area of the Project for the construction activities described on Schedule "A" paragraph 1(a) shall include the area or areas designated by the Owner or the EPCM agent of the Owner as transmission right-of-ways for the following:
 - a) The Labrador Island Link, being a transmission right-of-way from Muskrat Falls Labrador to Soldier's Pond Newfoundland; and
 - b) The Muskrat Falls to Churchill Falls Link, being a transmission right-of-way from Muskrat Falls Labrador to Churchill Falls Labrador.
2. The geographical area of the Project for the construction support activities described on Schedule "A" paragraphs 1(b), (c) and (d) shall include the area or areas designated by the Owner or the EPCM agent of the Owner.
3. The geographical areas of the Project designated by the Owner or the EPCM agent of the Owner in paragraphs 1 and 2 above may be deleted, modified or amended at any time by the Owner or the EPCM agent of the Owner upon providing notice to the Union.