

**LOWER CHURCHILL RESERVOIR CLEARING
COLLECTIVE AGREEMENT**

Between

**Lower Churchill Reservoir Clearing
Employers' Association Inc.**

- and -

**Labourers' International Union of North America
and Construction and General Labourers' Union,
Rock and Tunnel Workers Local 1208**

May 2012 - 2017

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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 clearing of the reservoir and related activities for the Lower Churchill Hydro Electric Generation Project at Muskrat 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. 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 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 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 Labourers’ International Union of North America or Construction and General Labourers’ Union, Rock and Tunnel Workers Local 1208. In the event that a conflict exists between Article 1 to Article 31 of this Agreement and the 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 Labourers’ International Union of North America and the Construction and General Labourers’ Union, Rock and Tunnel Workers Local 1208 and Association agree in writing otherwise.

Article 2 – Parties

- 2.01 The Parties to this Agreement shall be as follows:
- a) Lower Churchill Reservoir Clearing Employers’ Association Inc.; and
 - b) Labourers’ International Union of North America Construction and the Construction and General Labourers’ Union, Rock and Tunnel Workers Local 1208.

Article 3 – Definitions

3.01 The following definitions apply to this Agreement:

- a) "Association" means the Lower Churchill Reservoir Clearing Employers' Association Inc.
- b) "Benefits Strategy" means Lower Churchill Construction Project Benefits Strategy.
- c) "Contractor", "Employer" or "employer" means any contractor engaged by the Owner, or any subcontractor engaged by a Contractor, to carry out construction work, being the clearing of the reservoir for the Lower Churchill Hydro Electric Generation Project, but does not include the Owner or the Owner's agent carrying out engineering, procurement, and construction management work.
- d) "EPCM" means the Owner's Engineering Procurement Construction Management Company.
- e) "Labrador Resident" means a Canadian or landed immigrant who has, as of a date determined by the Owner or the EPCM agent of the Owner, 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.
- f) "Project" means the clearing of the reservoir for the Lower Churchill Hydro Electric General Project and related activities, more particularly described in Schedule 'A'.
- g) "Owner" means Nalcor Energy or any successor or nominee entity.
- h) "Party" or "Parties" means the party or parties to this Agreement namely the Association and the Labourers' International Union of North America and Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208.
- i) "Province" means Newfoundland and Labrador.
- j) "Provincial Resident" means a Canadian or landed immigrant who has, as of a date determined by the Owner or the EPCM agent of the Owner, 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.
- k) "Union" or "Unions" shall mean the Labourers' International Union of North America or Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208.

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 on the attached Schedule "B" and "D", 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 "B", 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) supervision including foreperson, those excluded under the *Labour Relations Act* of Newfoundland and Labrador, office staff, engineering staff, technical and drafting personnel, document control persons, medical attendants, nurses, security personnel and quality control and visual inspectors;
 - b) employees of Nalcor Energy or any of their subsidiaries, performing work on the Project or any portion of the Project;
 - c) 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 Unions or any affiliates of either union, by voluntary recognition or by action of law pursuant to the *Labour Relations Act* of the Province of Newfoundland and Labrador or by any other means. Accordingly this Agreement does not apply to the Owner 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 may 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 to any matter, 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 Labourers' International Union of North America and the Construction and General Labourers' Union, Rock and Tunnel Workers Local 1208 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 becomes a Union member, 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 or permit fees will be deducted from an employee’s pay in equal amounts over a period of three (3) pay periods, or such longer time as directed by the Union. 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 and will be no more than the average charge by other affiliate unions in other areas of Canada.
- 6.07 The Contractor shall not discriminate against any employee by reason of membership in the Union.

Article 7 – Hiring Provisions

- 7.01 The Parties agree that creating a sustainable, flexible and accessible 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:
- i. Qualified Labrador Innu.
 - ii. Qualified residents of Labrador.
 - iii. Qualified residents of Newfoundland.
- 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 Labourers' International affiliate locals.
 - b) Qualified Canadian workers.
- 7.05 Except as provided in Schedule D 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) The Contractor shall conduct a pre-job meeting with the Union and provide the names of Contractor employees required for the Project, with the exception of Labourers and Accommodations Attendants who shall be hired as per Article 7.05(b) and may from time to time thereafter provide the Union with additional names of employees of the Contractor required for the Project.
 - b) Any additional employees required by the Contractor not obtained pursuant to Article 7.05(a), including the Labourers and Accommodations Attendants, shall be hired from the Union out-of-work list. If the Union cannot supply within seventy-two (72) hours, the Contractor may hire employees from any source.
- 7.06 a) 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 receive, prior to employment, pre-employment multifaceted orientation and training, including, site and collective agreement orientation, safety, environment, cultural and gender sensitivity, and respectful workplace, so that such employees have the skills and tools to succeed.

- b) The Parties will collaborate to identify and access available funding for the purposes of developing and delivering pre-employment training as contemplated by 7.06(a)(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.
- 7.07 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. If the employee does not possess the level of competency, skill, ability, level of productivity, level of efficiency or qualifications to perform the required work, such employee may be returned to the Union hall or laid off.
- 7.08 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.
 - 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.
 - d) The Association or Contractor shall pay the 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.
- 7.09 The Parties agree that employee(s) employed on the Project that is being laid off from one Contractor may be hired by another Contractor provided such Contractor wishes to hire such employee and has work available on or about time of layoff.
- 7.10 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.
- 7.11 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.
- 7.12 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, goods and/or supplies, or persons 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 as directed by the Contractor. 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 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 on the Project at the discretion of the Association/Contractor, may 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 – Newfoundland & Labrador* 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 will require safety equipment and/or devices to enable the employee to safely perform his/her duties, such equipment and/or devices shall be supplied to the employees, at the Contractor's expense. Employees shall be required to use safety equipment and/or devices in accordance with the intended use. Notwithstanding the foregoing and Article 10.09, 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.
- 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 Committee 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.

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 a 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 Labourers' International Union of North America and the Local 1208 agree to the following:

- a) Provide strong leadership in both the Association and Union 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 Union 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 four (4) arbitrators as set out in Schedule "C" 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.
- 16.02 Stewards shall be the last employee laid off where the steward has the skill, ability and competency to efficiently perform the required work.

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, all of the aforementioned 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 supervisor, as determined by the Contractor, who shall have authority for the direction and control of the work of the Work Team.

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 type of work, the composition of the workforce, the changing 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 21.02 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 21.02 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 type of work, the composition of the workforce, the changing 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 "E".
 - 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 21.02 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 pay for working a recognized holiday under Article 21, or any other premium.
- 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.
- 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) 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.
 - b) Employees shall be diligent in respecting start times, shift completion times and break times.
- 19.08 The hours set forth in this Agreement do not constitute a guarantee of hours of work per day, per week or per work schedule.
- 19.09 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.
- 19.10 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 sixty (60) 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.
- 19.11 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 two dollars and fifty cents (\$2.50) per hour.

Article 21 – Vacation and Recognized Holidays

21.01 Payment for annual vacations and pay in lieu of recognized holidays shall be thirteen (13%) percent of gross wages including overtime for all employees.

21.02 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 Day
- h) Boxing Day
- i) Family Day
- j) Victoria Day
- k) Thanksgiving Day

21.03 All work performed on a recognized holiday shall be paid at double the straight time rate of pay.

21.04 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.

21.05 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 22 – Accommodations

22.01 Accommodations Complex(es) may be provided, and those that are provided shall be maintained and operated in full compliance with all applicable laws and regulations.

22.02 Employees living in the Accommodations Complex, who do not report for work on a regular work day due to causes other than legitimate illness and/or legitimate absences when they are physically able to do so, may be charged the full room and board rate for each regular day not worked.

- 22.03 Employees, failing to make use of the Accommodations Complex on a repeated basis, may be charged at the full room and board rate for each day not used, and may forfeit their right to accommodations.
- 22.04 Accommodations Complex residents will be provided with sufficient and suitable food appropriate for the required breaks specified under this Agreement.
- 22.05 Accommodations will take into account the requirements of a diverse workforce.

Article 23 – Travel and Board

- 23.01 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”

- 23.02 Free Zone: There shall be a Free Zone of sixty (60) road kilometres from the designated reporting point as per Article 19 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 as per Article 19 at their own expense.
- 23.03 Travel Zone: Employees traveling to work who permanently reside a distance greater than sixty (60) kilometers but less than ninety (90) kilometers from the designated reporting point as per Article 19 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 23.06 per road kilometer one way between the above noted points.
- 23.04 Employees travelling to work who permanently reside at a distance of ninety (90) kilometers or greater, from the designated reporting point as per Article 19 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 23.07 or accommodations at no cost to the employee, provided the Accommodations Complex or other accommodations are available.
- 23.05 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 23.07.

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.

23.06 The travel allowance in accordance with Article 23.03 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.

23.07 The board allowance in accordance with Article 23.05 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.

23.08 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 (90 - 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);

Air Travel

23.09 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 a designated hub(s) on the Island of Newfoundland to Happy Valley-Goose Bay;
- 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 are outside Newfoundland and Labrador, air transportation to and from designated hubs in other parts of Canada to Happy Valley-Goose Bay.

In the event that an overnight stay is required, while in transit to the Project, because of a disruption in air travel, the Contractor shall provide board allowance for each day the employee is delayed provided such employee permanent residence is ninety (90) 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 Happy Valley-Goose Bay (the departing hub) 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 is available.

The Association and/or Contractor shall provide ground transportation to and from the Accommodations Complex or reporting point to the airport at Happy Valley-Goose Bay.

Employees shall not be paid travel time.

23.10 When an employee is laid off, the Contractor shall provide air travel or a Travel Allowance consistent with Articles 23.08 and 23.09. 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.

23.11 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 24 – Wages and Benefits

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

24.02 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.

24.03 The Contractor shall remit contributions in an amount and manner as required by the attached Schedule "B". 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.

24.04 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.

24.05 The Contractor shall remit the amounts for all funds as specified in Schedule "B".

Article 25 – Labrador Premium

25.01 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 weekly at the end of the pay period. The premium is not part of the wage package and does not attract vacation pay and recognized holiday pay.

25.02 Upon layoff, workers shall receive their respective Labrador Premium in their final pay.

Article 26 – Termination of Employment

26.01 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.

26.02 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.

- 26.03 The Contractor shall retain their employees based upon skills, ability, competency and qualifications necessary to complete the remaining work. Layoffs shall be in compliance with the Benefits Strategy and hiring priority for qualified Labrador Innu.
- 26.04 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.
- 26.05 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.

Article 27 – Tools

- 27.01 Employees are to supply appropriate tools and equipment required to carry out the work to be performed as determined by the Contractor. 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.
- 27.02 The Contractor(s) will provide the appropriate facilities for the secure storage of personal tools.
- 27.03 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 secure storage facilities, provided the loss or damage is immediately reported by the employee, in writing, to the Contractor.

- 27.04 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.
- 27.05 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.

- 27.06 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 28 – Chainsaw Premium

28.01 For employees that are required to perform chainsaw work and are required to provide their own chainsaw, which chainsaw must have all of the safety features / equipment required by the Contractor, a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked utilizing such employee's chainsaw shall be paid.

28.02 The employee is responsible for all repairs and maintenance costs for their own chainsaw, including but not limited to replacement of bars and chains.

Article 29 – Leave of Absence

29.01 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.

29.02 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.

29.03 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 the date of this Agreement.

29.04 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.

29.05 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 30 – Saving

30.01 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.

- 30.02 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.
- 30.03 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 31 – Duration

- 31.01 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.
- 31.02 Without restricting the generality of the foregoing, this Agreement ceases to apply when the Owner determines that the work is complete.

Signed at St. John's, Newfoundland and Labrador this 2nd day of April, 2013.

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA CONSTRUCTION AND THE CONSTRUCTION AND GENERAL LABOURERS' UNION, ROCK AND TUNNEL WORKERS LOCAL 1208

(digital copy of signed agreement)
Vic Slaney

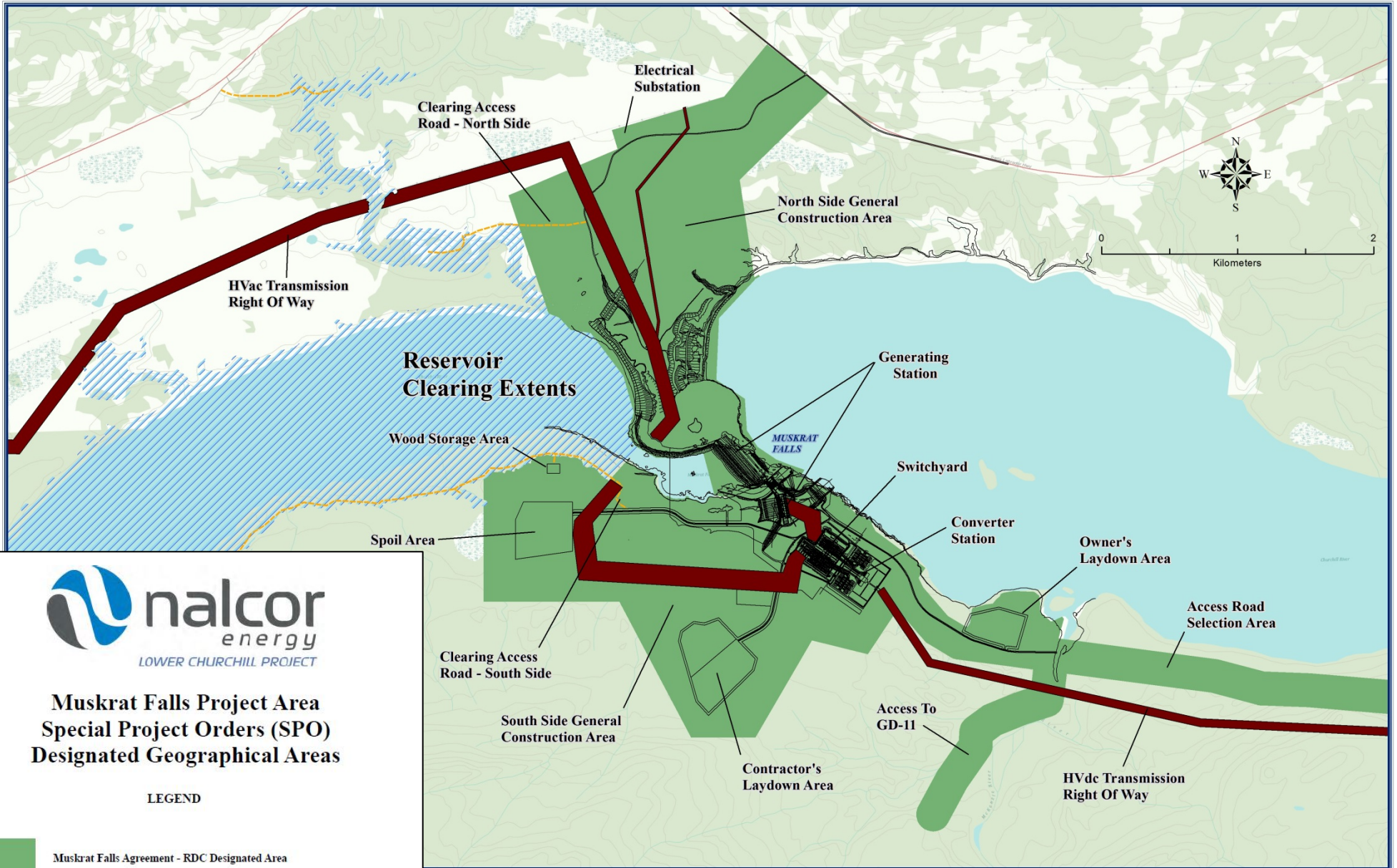
LOWER CHURCHILL RESERVOIR CLEARING EMPLOYERS' ASSOCIATION INC.

(digital copy of signed agreement)
Lance Clarke
Director

(digital copy of signed agreement)
David Clark
Director

SCHEDULE "A.1"
GEOGRAPHICAL AREA MAPS

Close up of the North Side and South Side General Construction Area



nalcor energy
LOWER CHURCHILL PROJECT

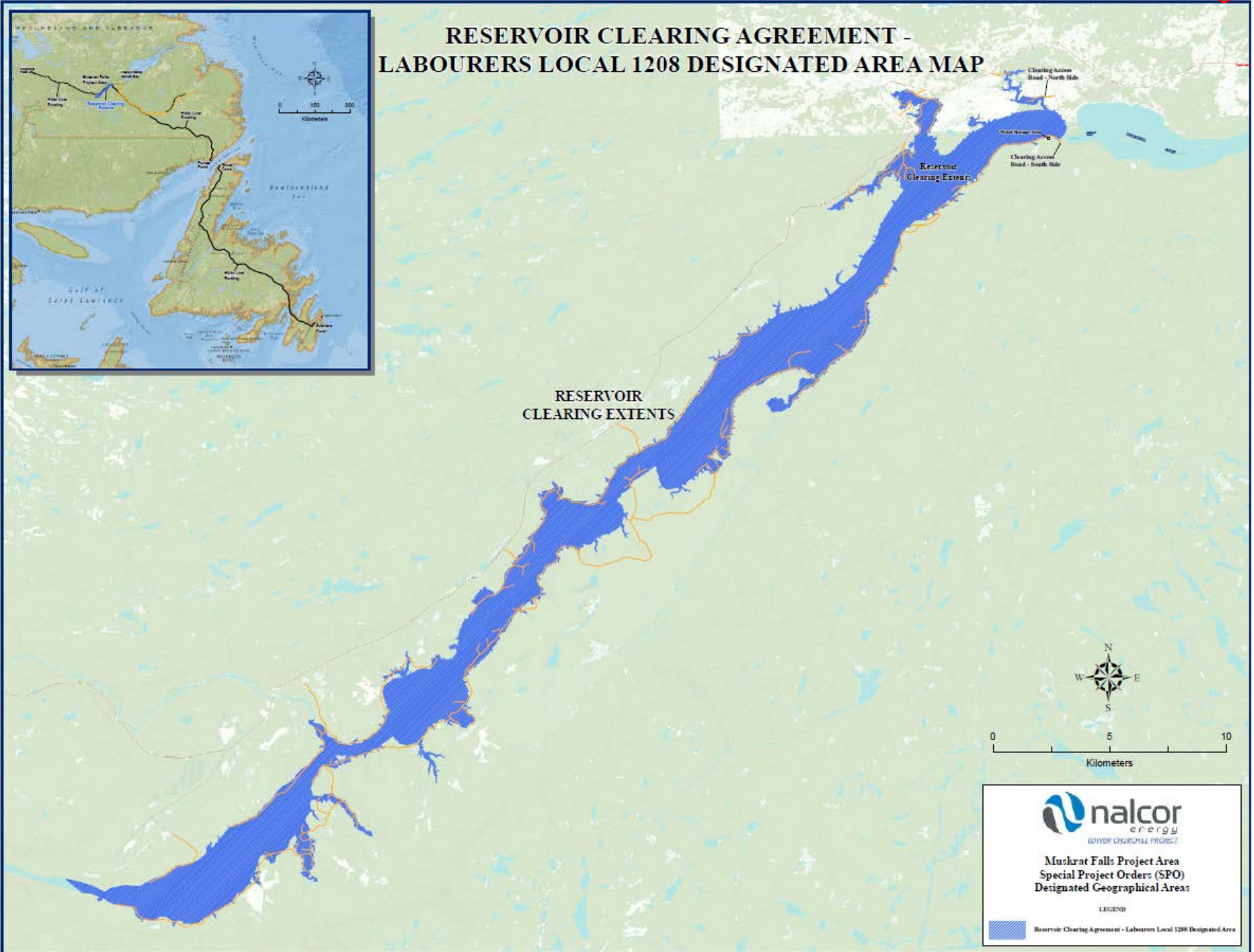
**Muskrat Falls Project Area
Special Project Orders (SPO)
Designated Geographical Areas**

LEGEND

- Muskrat Falls Agreement - RDC Designated Area
- Reservoir Clearing Agreement - Labourers Local 1208 Designated Area
- Transmission Construction Agreement - IBEW Local 1620 Designated Area

Last updated June 15, 2013

RESERVOIR CLEARING AGREEMENT - LABOURERS LOCAL 1208 DESIGNATED AREA MAP



SCHEDULE "A.2"
GEOGRAPHICAL DESCRIPTION

Schedule "A.2" – Geographical Description

- 1.0 The geographical area of the Project where Reservoir Clearing, transportation of wood and other related construction activities, designated by the Owner or the EPCM agent of the Owner, including but not limited to road construction, accommodations, mobilization, demobilization and operations, occur shall include the area or areas designated by the Owner or the EPCM agent of the Owner in the following areas:
 - i. North Bank of the Churchill River from Muskrat Falls Labrador and continuing for approximately sixty (60) kilometers in a South West direction to the area commonly known as Gull Island;
 - ii. South Bank of the Churchill River from Muskrat Falls Labrador and continuing for approximately sixty (60) kilometers in a South West direction to the area commonly known as Gull Island;
- 2.0 The geographical areas of the Project designated by the Owner or the EPCM agent of the Owner in paragraphs 1 above or as delineated on Schedule A.1 may be deleted, modified or amended at any time by the Owner or the EPCM agent of the Owner.
- 3.0 The geographical area of this Agreement shall not include any geographical scope which falls under a different Special Project Order issued pursuant to Section 70 of the *Labour Relations Act* including the geographical area designated for the Lower Churchill Hydro Electric Generation Project at Muskrat Falls on the Lower Churchill River in Newfoundland and Labrador and the geographical areas designated for the construction of transmission lines and related activities.

SCHEDULE "B"
GROSS HOURLY PACKAGE

Gross Hourly Rate - Date of Signing

CLASSIFICATION	Base Rate	Vacation (10%)	Holiday (3%)	Add-Ons	Gross Hourly Rate
Surveyor	\$ 35.00	\$ 3.50	\$ 1.05	\$ 10.23	\$ 49.78
Cook	\$ 30.50	\$ 3.05	\$ 0.92	\$ 10.23	\$ 44.70
Heavy Equipment Mechanic	\$ 32.00	\$ 3.20	\$ 0.96	\$ 10.23	\$ 46.39
Feller-buncher, Mulcher / Chipper, Harvester, Forwarder, Excavator, Delimber / Processor, Skidder (Line), Grapple Skidder	\$ 29.00	\$ 2.90	\$ 0.87	\$ 10.23	\$ 43.00
Lead Hand Bridge Builder	\$ 29.00	\$ 2.90	\$ 0.87	\$ 10.23	\$ 43.00
Tractor Trailer Driver, Self Loader / Unloader, Wood Loader	\$ 29.00	\$ 2.90	\$ 0.87	\$ 10.23	\$ 43.00
Bridge Builder	\$ 28.00	\$ 2.80	\$ 0.84	\$ 10.23	\$ 41.87
Nodwell / Muskeg, Truck Driver Tandem, Truck Driver Double Tandem, Bus Driver, Front End (Gravel) Loader, Grader, Dozer	\$ 28.00	\$ 2.80	\$ 0.84	\$ 10.23	\$ 41.87
Mechanic's Helper	\$ 28.00	\$ 2.80	\$ 0.84	\$ 10.23	\$ 41.87
Accommodations Maintenance Person	\$ 26.18	\$ 2.62	\$ 0.79	\$ 10.23	\$ 39.81
Labourer, Accommodations Attendant	\$ 25.18	\$ 2.52	\$ 0.76	\$ 10.23	\$ 38.68

Gross Hourly Rate - May 1, 2014

CLASSIFICATION	Base Rate	Vacation (10%)	Holiday (3%)	Add-Ons	Gross Hourly Rate
Surveyor	\$ 36.77	\$ 3.68	\$ 1.10	\$ 10.23	\$ 51.78
Cook	\$ 32.27	\$ 3.23	\$ 0.97	\$ 10.23	\$ 46.70
Heavy Equipment Mechanic	\$ 33.77	\$ 3.38	\$ 1.01	\$ 10.23	\$ 48.39
Feller-buncher, Mulcher / Chipper, Harvester, Forwarder, Excavator, Delimber / Processor, Skidder (Line), Grapple Skidder	\$ 30.77	\$ 3.08	\$ 0.92	\$ 10.23	\$ 45.00
Lead Hand Bridge Builder	\$ 30.77	\$ 3.08	\$ 0.92	\$ 10.23	\$ 45.00
Tractor Trailer Driver, Self Loader / Unloader, Wood Loader	\$ 30.77	\$ 3.08	\$ 0.92	\$ 10.23	\$ 45.00
Bridge Builder	\$ 29.77	\$ 2.98	\$ 0.89	\$ 10.23	\$ 43.87
Nodwell / Muskeg, Truck Driver Tandem, Truck Driver Double Tandem, Bus Driver, Front End (Gravel) Loader, Grader, Dozer	\$ 29.77	\$ 2.98	\$ 0.89	\$ 10.23	\$ 43.87
Mechanic's Helper	\$ 29.77	\$ 2.98	\$ 0.89	\$ 10.23	\$ 43.87
Accommodations Maintenance Person	\$ 27.95	\$ 2.80	\$ 0.84	\$ 10.23	\$ 41.81
Labourer, Accommodations Attendant	\$ 26.95	\$ 2.70	\$ 0.81	\$ 10.23	\$ 40.68

Gross Hourly Rate - May 1, 2015

CLASSIFICATION	Base Rate	Vacation (10%)	Holiday (3%)	Add-Ons	Gross Hourly Rate
		10%	3%		
Surveyor	\$ 38.54	\$ 3.85	\$ 1.16	\$ 10.23	\$ 53.78
Cook	\$ 34.04	\$ 3.40	\$ 1.02	\$ 10.23	\$ 48.70
Heavy Equipment Mechanic	\$ 35.54	\$ 3.55	\$ 1.07	\$ 10.23	\$ 50.39
Feller-buncher, Mulcher / Chipper, Harvester, Forwarder, Excavator, Delimber / Processor, Skidder (Line), Grapple Skidder	\$ 32.54	\$ 3.25	\$ 0.98	\$ 10.23	\$ 47.00
Lead Hand Bridge Builder	\$ 32.54	\$ 3.25	\$ 0.98	\$ 10.23	\$ 47.00
Tractor Trailer Driver, Self Loader / Unloader, Wood Loader	\$ 32.54	\$ 3.25	\$ 0.98	\$ 10.23	\$ 47.00
Bridge Builder	\$ 31.54	\$ 3.15	\$ 0.95	\$ 10.23	\$ 45.87
Nodwell / Muskeg, Truck Driver Tandum, Truck Driver Double Tandum, Bus Driver, Front End (Gravel) Loader, Grader, Dozer	\$ 31.54	\$ 3.15	\$ 0.95	\$ 10.23	\$ 45.87
Mechanic's Helper	\$ 31.54	\$ 3.15	\$ 0.95	\$ 10.23	\$ 45.87
Accommodations Maintenance Person	\$ 29.72	\$ 2.97	\$ 0.89	\$ 10.23	\$ 43.81
Labourer, Accommodations Attendant	\$ 28.72	\$ 2.87	\$ 0.86	\$ 10.23	\$ 42.68

Gross Hourly Rate - May 1, 2016

CLASSIFICATION	Base Rate	Vacation (10%)	Holiday (3%)	Add-Ons	Gross Hourly Rate
Surveyor	\$ 40.31	\$ 4.03	\$ 1.21	\$ 10.23	\$ 55.78
Cook	\$ 35.81	\$ 3.58	\$ 1.07	\$ 10.23	\$ 50.70
Heavy Equipment Mechanic	\$ 37.31	\$ 3.73	\$ 1.12	\$ 10.23	\$ 52.39
Feller-buncher, Mulcher / Chipper, Harvester, Forwarder, Excavator, Delimber / Processor, Skidder (Line), Grapple Skidder	\$ 34.31	\$ 3.43	\$ 1.03	\$ 10.23	\$ 49.00
Lead Hand Bridge Builder	\$ 34.31	\$ 3.43	\$ 1.03	\$ 10.23	\$ 49.00
Tractor Trailer Driver, Self Loader / Unloader, Wood Loader	\$ 34.31	\$ 3.43	\$ 1.03	\$ 10.23	\$ 49.00
Bridge Builder	\$ 33.31	\$ 3.33	\$ 1.00	\$ 10.23	\$ 47.87
Nodwell / Muskeg, Truck Driver Tandum, Truck Driver Double Tandum, Bus Driver, Front End (Gravel) Loader, Grader, Dozer	\$ 33.31	\$ 3.33	\$ 1.00	\$ 10.23	\$ 47.87
Mechanic's Helper	\$ 33.31	\$ 3.33	\$ 1.00	\$ 10.23	\$ 47.87
Accommodations Maintenance Person	\$ 31.49	\$ 3.15	\$ 0.94	\$ 10.23	\$ 45.81
Labourer, Accommodations Attendant	\$ 30.49	\$ 3.05	\$ 0.91	\$ 10.23	\$ 44.68

Gross Hourly Rate - May 1, 2017

CLASSIFICATION	Base Rate	Vacation (10%)	Holiday (3%)	Add-Ons	Gross Hourly Rate
Surveyor	\$ 42.08	\$ 4.21	\$ 1.26	\$ 10.23	\$ 57.78
Cook	\$ 37.58	\$ 3.76	\$ 1.13	\$ 10.23	\$ 52.70
Heavy Equipment Mechanic	\$ 39.08	\$ 3.91	\$ 1.17	\$ 10.23	\$ 54.39
Feller-buncher, Mulcher / Chipper, Harvester, Forwarder, Excavator, Delimber / Processor, Skidder (Line), Grapple Skidder	\$ 36.08	\$ 3.61	\$ 1.08	\$ 10.23	\$ 51.00
Lead Hand Bridge Builder	\$ 36.08	\$ 3.61	\$ 1.08	\$ 10.23	\$ 51.00
Tractor Trailer Driver, Self Loader / Unloader, Wood Loader	\$ 36.08	\$ 3.61	\$ 1.08	\$ 10.23	\$ 51.00
Bridge Builder	\$ 35.08	\$ 3.51	\$ 1.05	\$ 10.23	\$ 49.87
Nodwell / Muskeg, Truck Driver Tandem, Truck Driver Double Tandem, Bus Driver, Front End (Gravel) Loader, Grader, Dozer	\$ 35.08	\$ 3.51	\$ 1.05	\$ 10.23	\$ 49.87
Mechanic's Helper	\$ 35.08	\$ 3.51	\$ 1.05	\$ 10.23	\$ 49.87
Accommodations Maintenance Person	\$ 33.26	\$ 3.33	\$ 1.00	\$ 10.23	\$ 47.81
Labourer, Accommodations Attendant	\$ 32.26	\$ 3.23	\$ 0.97	\$ 10.23	\$ 46.68

1. In the event that the Project has not been completed as per Article 30 by April 30, 2018, the Parties shall negotiate a gross hourly package to be effective May 1, 2018.
2. If the Parties are unable to achieve agreement on the amount of the gross hourly package, such dispute shall be referred to arbitration in accordance with Article 15, and the arbitrator shall determine the gross hourly rate effective May 1, 2018.
3. The Add-ons that are currently set at a rate of \$10.23 per hour on the herein Schedule B shall be paid on hours worked.
4. The Union shall provide to the Contractor in writing notice of the apportionment of the Add-ons between health and welfare, pension or other funds specified by the Union as per Article 24 prior to the commencement of work, which adjustments shall remain the same until adjusted as per Article 24.04 of the Agreement.

SCHEDULE "C"
LIST OF ARBITRATORS

Schedule "C" – List of Arbitrators

1. John Roil
2. James Oakley
3. Wayne Thistle
4. Robert Andrews

SCHEDULE "D"
OWNER / OPERATOR

Schedule "D" – Owner / Operator

1. The purpose of this Schedule is to set out the terms and conditions for Contractor(s) to retain Owner/Operators of clearing machinery, trucks or other equipment (collectively referred to as "Equipment") to work on the Project. If there is a conflict between the terms and conditions contained in Articles 1 to 31 of the Agreement and the terms and conditions of this Schedule, the terms and conditions in this Schedule shall prevail.
2. Owner/Operator, for the purposes of the Agreement, shall mean any person who owns, leases or rents and operates equipment who has been retained by a Contractor to work on the Project. Person, for the purposes of this Schedule, shall include any individual, firm, business, partnership or corporate entity that owns, leases or rents the Equipment that has been retained by the Contractor, which individual, firm, business, partnership or corporate entity is controlled by the person who operates the Equipment.
3. Notwithstanding Article 7.05 of this Agreement or any other provision of the Agreement, the retention of Owner/Operators shall be done at the sole discretion of each Contractor. In exercising its discretion, each Contractor must be in compliance where required with the Benefits Strategy and where required shall give preference in hiring to qualified Innu Owner/Operators for the Labrador portion of the Project.
4. Notwithstanding Article 26 of the Agreement or any other Article, a Contractor may discontinue the services of an Owner/Operator at any time.
5. The total compensation and benefits, paid to Owner/Operators for Equipment shall be determined by the Contractor and subject to the prior written approval of the Association (the "Owner/Operator Compensation"). The Owner/Operator Compensation shall be determined prior to the commencement of work by Owner/Operators and may be changed at any time during the term of this Agreement, subject to the prior written approval of the Association. Owner/Operators shall not be entitled to any financial compensation and benefits as contained within the Agreement, except as provided for in this Schedule "D".
6. All Owner/Operators will be represented by the Union and shall pay a permit fee to the Union, which permit fee shall be one hundred dollars (\$100.00) per month.
7. Articles 6, 7, 10, 19 - 28, Schedule "B", and "E" of the Agreement shall not apply to Owner/Operators.
8. All work shall be performed and equipment operated in accordance with the *Occupational Health and Safety Act*.
9. The hours of operation of Equipment for Owner/Operators shall be determined by the Contractor and subject to the approval of the Association.
10. The Contractor shall save the Association and Union harmless from any and all causes of action, claims or demands of any nature or kind, including but not limited to expenses, costs, legal fees and disbursements, that may be made against the Union and/or Association for amounts due and owing by the Contractor to the Owner/Operator.

11. The Contractor may, subject to the prior written approval of the Association, develop policies, procedures, rules, regulations, working conditions, terms or standards in relation to the Equipment and the Owner/Operator's work on the Project (collectively referred to as the "Owner/Operator Regulations") which may be amended from time to time, subject to the prior written approval of the Association. The Owner/Operator Regulations shall include but are not limited to the following:
- a) Owner/Operators shall comply with all site standards, rules, regulations, policies and procedures as developed and amended by the Association from time to time.
 - b) Contractor(s) may provide fuel to Owner/Operators, which fuel and delivery costs may be deducted from the Owner/Operator Compensation.
 - c) The Contractor(s) shall have the right to require an inspection(s) of Equipment before Equipment comes onto a Project work site and/or an Owner/Operator commences work or at any time during the Project. Any Equipment not in good working condition will not be permitted on a work site and/or will not be permitted to commence work or continue to work. All Equipment must be equipped with back up alarms, flashing lights or any other equipment or device required by Occupational Health & Safety legislation or other applicable provincial legislation, the Contractor and/or Association.
 - d) Owner/Operators shall maintain, with each piece of Equipment, a fire extinguisher, first aid kit or any other safety devices required by Occupational Health & Safety legislation or other applicable provincial legislation, the Contractor and/or Association.
 - e) Owner/Operators can request the Contractor to do normal routine maintenance from any maintenance facility on the Project, (eg. belts, hoses, tires). Subject to available facilities and resources on the Project, the Contractor may provide these services to Owner/Operators. The labour and all other costs or expense associated with all repairs and/or maintenance will be charged to each Owner/Operator and deducted from the Owner/Operator Compensation. Owner/Operators are responsible for all repair and maintenance costs.
 - f) Owner/Operators will be required to obtain a medical assessment as determined by the Association from time to time, prior to commencing work on the Project and shall be required to comply with all Project safety standards, policies, procedures, rules and regulations as determined by the Association.
 - g) Owner/Operators will be required to participate in Project orientation developed for Owner/Operators, prior to commencing work on the Project.
 - h) Contractor(s) shall not be responsible to compensate Owner/Operators for any costs, expenses, charges, damages or lost compensation or benefits of any nature or kind as a result of downtime to Equipment caused by required maintenance or repairs or waiting for maintenance or repairs or any other reason.
 - i) Contractor(s) have the right to select or determine the nature, type, size or any other specifications of Equipment before the Owner/Operators commences work.

- j) Owner/Operators must provide to the Contractor and/or the Association, upon request, proof of Equipment registration, proof of registration and good standing with Workplace, Health, Safety & Compensation Commission, proof of Equipment insurance, proof of liability insurance in an amount to be determined by the Contractor and subject to the approval of the Association, and inspection certificates when requested.

SCHEDULE "E"
EXTENDED WORK SCHEDULES

WORK SCHEDULE A: TEN (10) DAYS ON/FOUR (4) DAYS OFF

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

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of ten (10) consecutive scheduled days of work followed by four (4) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table A.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled four (4) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table A: Ten and Four Work Schedule (Ten days of 10 hours worked, 4 days off)

DAY	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su
ST	10	10	10	10				10	10	10				
1.5 T					10	10								
2.0 T							10							

WORK SCHEDULE B: FOURTEEN (14) DAYS ON/SEVEN (7) DAYS OFF

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

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of fourteen (14) consecutive scheduled days of work followed by seven (7) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table B.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled seven (7) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table B: Fourteen and Seven Work Schedule (14 days of 10 hours worked, 7 days off)

DAY	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	
ST	10	10	10	10				10	10	10	10											
1.5T					10	10						10	10									
2.0T							10							10								

WORK SCHEDULE C: FOURTEEN (14) DAYS ON/FOURTEEN DAYS (14) DAYS OFF

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

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of fourteen (14) consecutive scheduled days of work followed by fourteen (14) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table C.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled fourteen (14) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table C: Fourteen and Fourteen Work Schedule (14 days of 10 hours worked, 14 days off)

Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	
ST	10	10	10	10				10	10	10	10																		
1.5T					10	10						10	10																
2.0T							10							10															

WORK SCHEDULE D: TWENTY (20) DAYS ON/EIGHT DAYS (8) DAYS OFF

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

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of twenty (20) consecutive scheduled days of work followed by eight (8) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table D.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled eight (8) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table D: Twenty and Eight Work Schedule (20 days of 10 hours worked, 8 days off)

Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	
ST	10	10	10	10				10	10	10	10				10	10	10	10											
1.5T					10	10						10	10						10	10									
2.0T							10							10															

WORK SCHEDULE E: TWENTY-ONE (21) DAYS ON/SEVEN DAYS (7) DAYS OFF

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

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of twenty-one (21) consecutive scheduled days of work followed by seven (7) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table E.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled seven (7) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table E: Twenty-one and Seven Work Schedule (21 days of 10 hours worked, 7 days off)

Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	
ST	10	10	10	10				10	10	10	10				10	10	10	10											
1.5T					10	10						10	10						10	10									
2.0T							10							10							10								

WORK SCHEDULE F: TWENTY-EIGHT (28) DAYS ON/FOURTEEN DAYS (14) DAYS OFF

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

- a) The Work Schedule may commence on any day of the week.
- b) The Work Schedule will consist of twenty-eight (28) consecutive scheduled days of work followed by fourteen (14) scheduled days of rest. Each work day will consist of a shift of ten (10) regularly scheduled hours of work.
- c) The scheduled hours to be worked and the scheduled hours to be paid (straight time and overtime) are detailed in Table F.
- d) Work performed outside of the ten (10) regularly scheduled hours of work in a scheduled day of work or on a scheduled day of rest will be paid as per the provisions of this Agreement.
- e) An employee, who is transferred to a different Work Schedule, must be provided with notice as per the provisions of this Agreement. If an employee requests a transfer and it is approved, then overtime rates will not apply for days worked in the scheduled fourteen (14) days of rest, unless any of the ensuing days worked in the new Work Schedule are a Friday, Saturday, Sunday or Recognized Holiday in which case the applicable over-time rate will apply. If the transfer is not as a result of an employee request, overtime provisions will apply for days worked on the scheduled days of rest that the employee would have been entitled to under his/her previous schedule.
- f) Overtime meals will be as per the provisions of this Agreement.
- g) The hours set forth in this Work Schedule do not constitute a guarantee of hours of work per day.

Table F: Twenty-eight and Fourteen Work Schedule (28 days of 10 hours worked, 14 days off)

Day	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	sU	
ST	10	10	10	10				10	10	10	10				10	10	10	10				10	10	10	10											
1.5T					10	10						10	10						10	10						10	10									
2.0T							10						10							10						10										

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Lower Churchill Reservoir Clearing Employer’s Association Inc.
 (“Association”)**

- and -

**Labourers International Union of North America and Construction
 And General Labourers’ Union, Rock and Tunnel Workers Local 1208
 (“Labourers”)**

Re: Gender Equity and Diversity Implementation

The Association and Labourers agree as follows:

1. To support and promote initiatives and plans for employment diversity.
2. To provide full access to employment opportunities for and employment of qualified women and qualified members of underrepresented groups (aboriginals, persons with disabilities and members of visible minorities).
3. To implement proactive programs and practices that contribute to the creation of an inclusive work environment consistent with the policies established for the Project and commitments in the Gender Equity and Diversity Program.
4. To achieve diversity objectives, the Parties have agreed to the Contractor hiring provisions set out in Article 7.05(a) and union referral provisions contained in Article 7.05(b).
5. The Collective Agreement will not frustrate access to employment for underrepresented groups.

AGREED to this 21st day of May, 2013 in the City of St. John’s, in the Province of Newfoundland and Labrador

(digital copy of signed agreement)
 Lower Churchill Transmission Construction
 Employers’ Association Inc.

(digital copy of signed agreement)
 Labourers’ International Union of North
 America and Construction and General
 Labourers’ Union, Rock and Tunnel Workers
 Local 1208