

**Consultant Agreement
LC-PM-226**

for

Commissioning Services and Personnel

for

Lower Churchill Project

Between

Lower Churchill Management Corporation

And

Rising Edge Technologies Ltd.

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APPENDICES:

- Appendix A** **Scope of Work and Compensation**
- Appendix B** **Scope Description**
- Appendix C** **Company Supplied Documents**

THIS AGREEMENT made at St. John's in the Province of Newfoundland and Labrador as of the 31st day of October 2017.

BETWEEN **LOWER CHURCHILL MANAGEMENT CORPORATION**, a body corporate constituted pursuant to the *Corporations Act*, RSNL 1990, c. C-36, as amended, and having its head office at the City of St. John's, Province of Newfoundland and Labrador, (hereinafter referred to as "**Company**") of the first part,

AND **RISING EDGE TECHNOLOGIES LTD**, a body incorporated under the laws of Canada and having its head office in the City of Calgary in the Province of Alberta (hereinafter referred to as "**Consultant**") of the second part.

WHEREAS Company requires the performance of those services set forth in Appendix A and Appendix B, attached hereto, (hereinafter called the "Work"); and

WHEREAS Consultant is engaged in the business of performing such services and is prepared to provide the equipment and personnel required to perform the Work;

NOW THEREFORE in consideration of the payments to be made hereunder and the respective covenants, agreements, terms and conditions of the parties hereto, Company and Consultant agree as follows:

1.0 AGREEMENT DOCUMENTS

1.1 The below listed appendices attached hereto shall form part of this Agreement:

- (a) Appendix A Scope of Work and Compensation;
- (b) Appendix B Scope Description; and
- (c) Appendix C Company Supplied Documents.

1.2 In case of a conflict between the main body of this Agreement, the Appendices attached hereto or other items, as referenced in Article 1.2, the order of precedence shall be:

- (a) Main body of Agreement; and
- (b) Appendices

2.0 DEFINITIONS

2.1 "Consultant" includes the Consultant as previously designated herein and all of its employees, directors, agents, servants, subcontractors, suppliers and subcontractors involved in the execution of the Work.

2.2 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs

arising there from.

- 2.3 "Company" includes the following entities and persons individually and collectively:
- (a) Company as previously designated herein;
 - (b) Company's other consultants; and
 - (c) the directors, officers, employees, servants, invitees and agents of all of those entities.
- 2.4 "Confidential Information" means all oral, written, electronic, magnetic or optical data and machine-readable information and data which Consultant receives, either directly or indirectly, from Company with the exception of information that:
- (a) was in Consultant's possession prior to the invitation to commencement of the Work and were not previously supplied to Consultant in confidence;
 - (b) become published through some agency other than Consultant or become generally available to the public or are in the public domain;
 - (c) are the same as technical information and data hereafter lawfully acquired by Consultant from third parties not connected with the Work or with the performance of the Work; or
 - (d) were independently developed by receiving party without the use of the confidential information.
- 2.5 "Conflict of Interest" (hereinafter referred to as "Conflict") means a situation where a person is involved in multiple interests, one of which could possibly corrupt the motivation for an act in the other.
- 2.6 "Personnel", in relation to any person or entity, means the directors, officers, employees, non-employed representatives and agents of such person or entity;
- 2.7 "Standard of Prudent Contractor" means good faith performance of contractual obligations and exercising that degree of care, skill, diligence, prudence, workmanship and foresight expected from a skilled and experienced contractor engaged in the same type of undertaking, in similar circumstances or conditions and in compliance with all applicable laws and to the satisfaction of authorities;
- 2.8 "Third Parties" means all persons and entities, which are included in neither Company nor Consultant.

3.0 INTERPRETATION

- 3.1 The doctrine of contra proferentem shall not apply in the interpretation of this document(s) meaning that if there is any ambiguous language in this document it shall not be interpreted more strongly against the party who prepared or drafted the ambiguous language.
- 3.2 The words "include", "includes" and "including" as used in the Agreement are not to be construed as words of limitation.
- 3.3 Article headings are inserted herein for convenience of reference only and shall not form a part hereof for purposes of interpretation.
- 3.4 Wherever, in the Agreement, a number of days are prescribed for any purpose, unless otherwise specified, the days shall be calendar days and shall be reckoned exclusively of the first and inclusively of the last.

- 3.5 The rights and recourse of Company and Consultant contained in the Agreement are cumulative and not in the alternative unless otherwise provided. The exercise of any such rights or recourse shall not constitute a waiver or renunciation of any other rights or recourse.
- 3.6 The illegality or unenforceability of any provision of this Agreement shall in no way affect the legality or enforceability of any other provision hereof. Any illegal or unenforceable provision shall be deemed severed from this Agreement and the remainder of this Agreement shall be construed and enforced as if this Agreement did not contain such illegal or unenforceable provision.

4.0 SCOPE OF WORK

- 4.1 Consultant represents and warrants that it has the required skills and capacity to perform the Work as set forth in Appendix A and Appendix B, consistent with the Company Provided Documents referenced in Appendix C, and covenants that it will perform the Work with all due diligence and in the Standard of Prudent Contractor.
- 4.2 Consultant shall report to and carry out the directives of the Company representative, or such other person as shall be designated by Company in writing.
- 4.3 Company shall have the right at any time to order changes in the Work or additional Work. All additional Work or changes to the Work shall be governed by the provisions of this Agreement subject to a change order to or amendment of this Agreement, if required, upon mutual agreement of the parties. No additional Work or changes in the Work shall be implemented by Consultant unless such additional Work or changes in the Work, and the associated costs, have been approved by Company in writing.
- 4.4 In no event shall Consultant utilize an agent or a subcontractor to perform the Work without the prior written consent of Company.
- 4.5 Consultant shall not replace approved personnel as listed in Appendix A, Table 1 without the prior written consent of Company.
- 4.6 Company agrees that the job classifications of Field Commissioning Supervisor, Punch List Coordinator, Lock-Out Tag-Out (LOTO) Coordinator and Electrical Technologist are not required to be performed by IBEW or other unionized workers and may be designated by Consultant as "out of scope" of the Lower Churchill Project Transmission Construction Collective Agreement between Lower Churchill Transmission Construction Employer's Association Inc. and International Brotherhood of Electrical Workers and IBEW Local Union 1620.

5.0 DELAY

- 5.1 Where either party is aware of an event or any circumstances which are delaying or are expected to delay the performance of the Work, that party shall give written notice to the other party of the particulars of the cause and the expected length of the delay and the steps that the party intends to take to mitigate the effects of the delay.

6.0 EFFECTIVE DATE AND TERM

6.1 Notwithstanding the date of execution of this Agreement, this Agreement shall commence on the 31st day of October, 2017 (hereinafter called the "Effective Date") and shall expire on 31st day of October, 2019 (hereinafter called the "Expiry Date"). Agreement term may be extended as mutually agreed in writing.

7.0 TERMINATION

7.1 Company shall have the right to terminate this Agreement at any time by giving Consultant seven (7) days' written notice prior to the date of termination of the Agreement.

7.2 The termination shall not affect the rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations, which may have arisen during the Term hereof.

7.3 Company shall not be liable for any losses or damages of any kind suffered by Consultant on account of the termination.

8.0 FORCE MAJEURE

8.1 Neither party shall be considered in default in the performance of any of its obligations hereunder to the extent that performance of any such obligations is delayed, hindered, or prevented by force majeure.

8.2 Force majeure shall be any cause beyond the control of the party pleading it which such party could not reasonably have foreseen and guarded against.

8.3 Force majeure includes acts of God, floods, earthquakes, strikes, fires, riots, incendiarism, interference by civil or military authorities, compliance with the regulations or order of any government authority, acts of war (declared or undeclared) and civil disobedience, provided that such cause could not reasonably have been foreseen and guarded against by it.

9.0 REMUNERATION

9.1 Unless otherwise stated herein, Consultant shall be paid in Canadian funds for performing the Work in accordance with the terms and conditions outlined in Appendix A – Scope of Work and Compensation and subject to the holdback provisions and setoff provisions of Article 10.

9.2 Company shall have no obligation to pay Consultant for any goods or services not approved by Company.

9.3 No overtime shall be paid for by Company unless so authorized in writing by Company.

9.4 Consultant shall submit one (1) original invoice accompanied by relevant supporting documentation (approved timesheets, receipts, etc.) to Company at the beginning of each month for the Work completed during the previous month. Invoices shall bear the Agreement

Number and Work Task Order (WTO) numbers, where applicable. Where applicable, invoices shall be broken down by WTO number or other such detail as requested by Company.

9.5 Consultant shall present its invoices to Company's office at:

Lower Churchill Management Corporation

RE: Lower Churchill Project

350 Torbay Road

Suite 2

St. John's, NL

A1A 4E1

Attention: Accounts Payable

9.6 Consultant's invoice shall identify separately the total amount of Goods and Services Tax or Harmonized Sales Tax ("GST/HST") applicable to the invoice value, and shall indicate on the invoice the Consultant's GST/HST Registration Number. Company will be under no obligation to pay GST/HST on invoices unless the Consultant provides its GST/HST Registration Number on the invoice. In the event Consultant does not invoice Company for GST/HST, Consultant shall indicate on the invoice the basis upon which Consultant is exempt from the obligation to collect GST/HST.

9.7 Within thirty (30) calendar days after receipt of such invoice, Company shall, after any appropriate adjustments and subject always to possible further verification and correction, pay Consultant for such monthly invoices.

9.8 When converting from a foreign currency into Canadian, or vice-versa, for the purposes of invoicing, the Bank of Canada exchange rate on the invoice date shall apply. A printout from the Bank of Canada website, which demonstrates the rate, shall be included with the invoice.

10.0 WITHHOLDING, SETOFFS AND DEDUCTIONS

10.1 Company shall be entitled to withhold payment or to deduct from Consultant's compensation to the extent necessary to protect Company in respect of:

- (a) invoiced amounts reasonably disputed by Company;
- (b) failure of Consultant to make payments promptly to subcontractors, governing agencies, agents, or suppliers;
- (c) liens or claims filed, or reasonable evidence indicating to Company the probability of claims or liens being filed, with respect to the Work; and
- (d) as permitted or required by law or as expressly provided in Article 10, Article 19, Appendix A – Scope of Work and Compensation, or elsewhere in this Agreement.

10.2 Any indebtedness of Consultant to Company, or to a parent, subsidiary or affiliate of Company may, in the sole discretion of Company, be setoff by Company against any indebtedness of Company to Consultant hereunder.

10.3 Company may deduct from Consultant's compensation, the amount, if any, of Consultant's required contributions to the Workplace Health Safety and Compensation Commission

(WHSCC), Canada Pension Plan and Employment Insurance Commission, where Company, in its sole discretion, determines that such amounts may be assessed against Company, and Company shall remit such amounts to the appropriate authorities on Consultant's behalf.

- 10.4 If Company is required by the Canada Customs and Revenue Agency, or if Company, in its sole discretion, determines that it is required by Canada Customs and Revenue Agency to withhold from any monies due to Consultant hereunder, any amount required under Canadian income tax legislation, then Company shall withhold such amount. Company shall not be liable for any costs or interest to Consultant as a result of withholding as specified herein.

11.0 RECORDS AND ACCOUNTS OF COSTS

- 11.1 Consultant shall keep and maintain complete and accurate records related to the Work including; time, costs incurred, schedule, progress, productivity, quantities, quality, health, safety and environment and maintain books and accounts in accordance with generally accepted accounting procedures, principles and practices respecting all matters pertinent to this Agreement. Company shall have the right to access and audit the aforementioned records with seven (7) days written notice for six (6) years following the Expiry Date or termination of Agreement. Notwithstanding the foregoing, in no event shall Company be entitled to audit the build-up of Consultant's labour and equipment rates.

12.0 INDEPENDENT CONSULTANT

- 12.1 In the performance of the Work, Consultant shall operate as an independent Consultant. Nothing in this Agreement will be construed to constitute Consultant as an agent, employee, servant or subcontractor of Company.
- 12.2 Consultant shall indemnify and hold Company harmless from all costs and expenses arising out of any claim or liability by reason that Consultant is considered an agent, servant, or employee or subcontractor of Company.

13.0 CONFLICT OF INTEREST

- 13.1 The Consultant confirms that it is not currently subject to any mandate, which would be in Conflict with Company interest. On an ongoing basis, Consultant shall ensure that it will not accept a mandate which would put it in Conflict with Company interests. In the event that any Conflict of Interest should be identified, it will be immediately communicated to Company and a mutually satisfactory resolution determined.
- 13.2 Notwithstanding Article 7, if Company determines Consultant is operating in a fashion that is in a Conflict with Company, Company may at its sole discretion immediately terminate this Agreement.

14.0 CONFIDENTIALITY AND PRIVACY

- 14.1 Consultant shall use the Confidential Information for the Work only and shall hold the Confidential Information in confidence at all times and not use or disclose it to anyone without Company's prior written approval, which approval may be withheld at Company's sole

discretion.

- 14.2 Consultant may disclose the Confidential Information to those of its employees, agents, servants or subcontractors to whom disclosure is required by Consultant for the Work, and shall ensure each such employee, agent, servant or subcontractor are informed of the confidential nature of the Confidential Information and that all such employees, agents, servants and subcontractors at all times comply with the obligations under this Article 14.
- 14.3 Unless permitted or requested by Company in writing, Consultant shall not disclose to any third party or use for any other Work, any of the materials prepared or developed by Consultant in the performance of the Work, including documents, calculations, maps, sketches, notes, reports, data, models and samples which shall become property of Company in accordance with Article 20.0.
- 14.4 It is not Company's desire to be afforded access to Consultant's or any of Consultant's agent's or subcontractor's or any other third party Confidential Information. Therefore, Consultant shall ensure that any information, which Consultant supplies or arranges to have supplied to Company, shall not be subject to any obligation of confidentiality. Company shall not be liable for any use or disclosure of such information, and Consultant shall hold Company harmless against any liability arising from such use or disclosure.
- 14.5 Consultant shall use all personal information collected, received, handled or processed by it under this Agreement on behalf of Company (hereinafter referred to as "Personal Information") only for the Work, and shall not, for any reason, use the Personal Information for other, or its own works. In accordance with Article 11.0, Company shall have the right to audit or review Consultant's processes and procedures to ensure that the Personal Information is not being collected, used or disclosed in an unauthorized manner, and that the provisions of this Agreement are being fully complied with.
- 14.6 If a party is required to disclose Confidential Information in order to comply with a law, statute, regulation, standard, code, order, directive or other rule from any governmental or regulatory body or other duly constituted public authority having jurisdiction over the party or the Work or legally binding order of any court it shall first give notice of such requirement to disclose the Confidential Information with full particulars of the proposed disclosure.
- 14.7 All publicity releases or advertising dealing with the Work shall be submitted for approval of Company prior to release to the news media.
- 14.8 Company is subject to the Access to Information and Protection of Privacy Act, Statutes of Newfoundland and Labrador, 2002 Chapter A-1.1 (hereinafter referred to as the "ATIPP Act"), and consequently the public has a right of access to Company's records.
- 14.9 If requested by Company, whether prior to or after the expiry or earlier termination of this Agreement, Consultant shall promptly deliver to Company all Confidential Information in custody possession or control of Consultant and destroy any electronic copies and backups of Confidential Information.
- 14.10 Although section 27 of the ATIPP Act and section 5.4 of the ECNL Act provide exceptions, which

may sometimes be enforceable when access to information relating to a third party is requested, there may be instances when Company is required to provide a member of the public with access to such information.

- 14.11 Company shall not be liable for any claims, costs, losses or damages experienced by Consultant as a result of Company release of information to another party pursuant to the provisions of the ATIPP Act or due to any other legal requirements.
- 14.12 Notwithstanding anything else stated herein and with respect to the Confidential Information Consultant agrees that Company will be irreparably damaged if any provision of Article 14.0 is not performed by the Consultant in accordance with its terms and that monetary damages may not be sufficient to remedy any breach by the Consultant of any term or provision of this Agreement and the Consultant further agrees that the Company shall be entitled to equitable relief, including injunctive and specific performance, in the event of any breach hereof and in addition to any other remedy available at law or in equity.

15.0 COMPLIANCE WITH LAWS AND PERMITS

- 15.1 Consultant shall be required to comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect and shall ensure that its subcontractors, employees and agents likewise comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect during the term of the Agreement.

16.0 GOVERNING LAW AND FORUM

- 16.1 The Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and every action or other proceeding arising hereunder shall be determined exclusively by a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to the right of appeal up to the Supreme Court of Canada where such appeal lies.

17.0 LIABILITY AND INDEMNITY

- 17.1 Consultant shall be responsible for any faults or errors in its performance of the Work, provided that such faults or errors do not arise from inaccurate or defective information furnished by Company, its agents, employees or servants. Consultant shall, for a period of one (1) year following the completion of all of the Work, at its own expense, re-perform any Work that does not meet the Standard of Prudent Contractor, provided Company gives written notice to Consultant within thirty (30) days after the end of the one (1) year period. Except as provided in Articles 4.1 and this 17.1, all other warranties, express, implied, statutory or otherwise in respect of the Work are hereby excluded.
- 17.2 Consultant shall indemnify and hold harmless Company from and against any loss or damage resulting from Consultant's negligence or wilful acts or omissions, except to the extent that such losses or damages result from the negligence or willful act or omission of an employee, agent or representative of Company in the exercise of their duties within the scope of their employment.

- 17.3 Neither party shall be liable to the other for any indirect or consequential damages (including lost profits and lost business), arising out of or related to this Agreement, even if it has been advised or is aware of the possibility of such damages, and regardless of whether arising in contract, tort, strict liability, negligent misrepresentation or any other legal theory except that the foregoing exclusions of liability in this Article 17.3 shall not apply to any payment in respect of a third party claim for which one party herein has an obligation under this Agreement to indemnify the other party herein.
- 17.4 Notwithstanding anything to the contrary herein, the total liability of Consultant to Company (and to anyone claiming by or through Company) under this Agreement or arising out of or in connection with the Work, whether arising in contract, tort, strict liability, negligent misrepresentation or any other legal theory, shall be limited in the aggregate to the sum of:
- (a) the greater of one hundred percent (100%) of the total estimated contract price stated in Section 3.8 of Appendix A - Scope of Work and Compensation and the total fees paid to Consultant under this Agreement; and
 - (b) the actual insurance proceeds received from insurance to be maintained under this Agreement;
- provided however that such limitation shall not apply in cases of:
- (i) claims for third-party personal injury (including death) and third-party property damage or loss, for which Consultant is liable under this Agreement;
 - (ii) Consultant's fraud, willful misconduct, gross negligence or willful, deliberate or intentional breach of this Agreement;
 - (iii) taxes, fines and/or penalties imposed by any governmental or regulatory body or other duly constituted public authority having jurisdiction ("Authority"), for which Consultant is liable under this Agreement;
 - (iv) claims for infringement of patents and/or other intellectual property rights, or breach of the confidentiality provisions of this Agreement;
 - (v) claims for any environmental damage or loss, for which Consultant is liable under this Agreement; and
 - (vi) any other claims by a third party, including any Authority, for which Consultant has a duty to indemnify Company under this Agreement.

18.0 INSURANCE

- 18.1 Company shall carry insurance with respect to the Work consistent with its normal policies and practices and shall require its Consultants to maintain insurance, at Consultant's expense, as required by law and satisfactory to Company with respect to the performance of the Work. At a minimum the Consultant shall be required to carry the following insurance;
- a. Automobile Liability Insurance which shall cover all licensed vehicles, owned, non-owned, hired or leased for an amount of two million (\$2,000,000.00) dollars for any one occurrence involving bodily injury and/or property damage.

- b. Commercial General Liability Insurance for an amount of two million (\$2,000,000.00) dollars for any one accident or occurrence. Such insurance shall include Company additional insured and contain a cross liability clause.
 - c. Professional errors and omissions liability insurance in an amount of one million (\$1,000,000) dollars and shall ensure that each subcontractor who has a professional liability exposure and who is engaged by the Consultant in the performance of the Work is covered against professional errors and omissions in an amount not less than one million (\$1,000,000) dollars.
- 18.2 Nothing in this Article 18 shall or is intended to limit the liability of Consultant under any other provision of this Agreement.
- 18.3 Consultant shall provide Company with proof of the insurance coverage which it is required to maintain in full force and effect during the performance of the Work.

19.0 WORKERS' COMPENSATION

- 19.1 Consultant shall pay all assessments due under the relevant Workers' Compensation legislation. Prior to commencing the Work or upon the request of Company, Consultant shall obtain and deliver to Company a certificate or certificates establishing that it is in good standing with the Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador and with the comparable board or commission of any other province having jurisdiction in connection with Consultant's performance of the Work.

20.0 OWNERSHIP OF WORK

- 20.1 All Intellectual Property, prepared or caused to be prepared by Consultant in connection with the Work shall become the property of Company and shall be delivered to Company upon completion of the Work or upon earlier termination of this Agreement. Consultant shall have the right to retain a copy of all such documents and to make use of them in the course of its general business, with Company's consent. Consultant shall not divulge, release or publish same, or any part thereof without the prior written permission of Company. Nevertheless, Consultant shall have the right to have access to all such original documents at any time during the life of the Work for purposes connected with the Work.
- 20.2 Title to the Work (or any part) performed, including all Consultant's documentation related to the Work, shall vest in Company as and when performed or prepared. Title to any items free issued to Consultant by Company shall always remain vested in Company.

21.0 ASSIGNMENT AND SUCCESSORS

- 21.1 Company may assign this Agreement to third parties without the consent of the Consultant.
- 21.2 Consultant shall not assign this Agreement nor subcontract the Work in part or in whole without the prior written consent of Company. Consent to assign or subcontract the work will not relieve the Consultant of any of its liabilities or obligations under this Agreement.

21.3 Consultant is not permitted to create any contractual relationship between a third party and Company.

21.4 The Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

22.0 NOTICES

22.1 All notices shall be in writing and delivered personally, or by registered or certified mail, return receipt requested, with postage prepaid, or sent by electronic means which can produce a written copy, provided that acknowledgement of receipt of the electronic communication notice be obtained, and addressed as follows or to such other address as either of the parties shall designate by written notice.

COMPANY:

Lower Churchill Management Corporation

RE: Lower Churchill Project

350 Torbay Road

Suite 2

St. John's, NL

A1A 4E1

Attention: Lisa Paul

Email: LisaPaul@lowerchurchillproject.ca

CONSULTANT:

Rising Edge Technologies Ltd.

2620 - 22nd Street NE

Calgary, Alberta, Canada

T2E 7L9

Attention: Troy Sharpe

Email: t_sharpe@ret.ca

23.0 LANGUAGE

23.1 The language of this Agreement shall be English and all communications and dealings under and with respect to this Agreement shall be conducted in the English language.

24.0 DUTY OF CARE

24.1 Consultant agrees to use reasonable care, skill, competence and judgment in the performance of the Work hereunder which are generally consistent with the Standard of Prudent Contractor.

25.0 ENTIRETY OF AGREEMENT

25.1 This Agreement constitutes the entire agreement between the parties and shall govern the relationship of the parties with respect to the Work. It supersedes all other agreements, either written or verbal, between the parties.

26.0 SURVIVAL

26.1 The following provisions of this Agreement shall survive the termination or expiration of this Agreement and remain in full force and effect: Articles 3.0, 7.0, 9.0, 10.0, 11.0, 12.0, 14.0, 15.0, 16.0, 17.0, 20.0, 22.0 and 23.0.

27.0 EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

LOWER CHURCHILL MANAGEMENT CORPORATION

Per: [Signature]

Title: Supply Chain Manager

Per: [Signature]

Title: Deputy Project Director TL

RISING EGDE TECHNOLOGIES LTD.

Per: [Signature]

Title: President

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APPENDIX A
SCOPE OF WORK AND COMPENSATION

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1.0 Scope of Work:

1.1 Consultant shall provide agreed (named) personnel to perform services as detailed in the role/scope description contained in Appendix B.

2.0 Reporting and Deliverables:

2.1 Consultant is required to submit weekly timesheets in a format acceptable to Company. Time sheets are to be submitted to Company for review and approval by the Deputy Project Manager - HVDC Specialties.

3.0 Compensation:

3.1 Company shall reimburse Consultant for all matters relating to and associated with performance of the Work. All sums, rates, prices, terms and conditions stated herein shall be deemed to include, without limitation, all Consultant's costs for all matters relating to and associated with the performance of Work. The rates and prices stated herein are **fully inclusive** of all costs and expenses incurred in connection with Consultant's performance of the Work hereunder. **Only those rates/prices specifically identified shall be paid by Company to Consultant and costs not identified are deemed to be included in the rates and prices stated herein.**

3.2 All activities performed by Consultant's corporate staff or any other corporate activities associated with the Work, or any part thereof, shall not be subject to reimbursement by Company. Such non-reimbursable costs are deemed to be included in the sums, rates, prices and conditions contained in this Appendix.

3.3 All sums, rates, prices, terms and conditions stated herein shall be deemed fully inclusive of Consultant costs associated with premiums, renewals or liabilities which Consultant is obligated to pay or bear liability for in accordance with the insurance and indemnity provisions stated in Articles of this Agreement.

3.4 Personnel

Consultant will be reimbursed for actual days worked by personnel as supported by timesheets approved by Company. Consultant shall be reimbursed at the below listed (Table 1) Rates for approved personnel. Please refer to Attachment 1–Organization Chart for proposed methodology.

Table 1

Position	Regular Rate	Overtime Rate	Location
Punchlist Coordinator			Newfoundland
Punchlist Coordinator			Labrador
Lock-Out/ Tag-Out Coordinator			Newfoundland
Lock-Out/ Tag-Out Coordinator			Labrador

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Position	Regular Rate	Overtime Rate	Location
Commissioning Supervisor			Newfoundland
Commissioning Supervisor			Labrador
Commissioning Technologist			Newfoundland
Commissioning Technologist			Labrador
Project Administrator			Newfoundland
Project Manager Field			Newfoundland
Project Manager Field			Labrador
Project Manager Office			N/A

Notes:

Travel time shall be reimbursed at the Regular Rate for hours traveled, up to a maximum of 8 hours per trip each way, providing flight time is less than 24 hours. In cases where flight time exceeds 24 hours, the maximum flight time shall be subject to the pre-approval of Company prior to the travel.

The Regular Rate will apply to the actual hours worked, at all work locations, up to 40 hours a week. Overtime rates apply after 40 hours a week, including travel time, from Monday to Sunday inclusive.

Personnel will work 10 hours per day, with a rotational schedule of 2 weeks (14 days) on and 1 week (7 days) off, as adjusted from time to time in consultation with Consultant. Each rotation consists of twelve work days plus two 8 hour travel days.

3.5 Travel Expenses

Company approved travel expenses will be reimbursed at actual cost as supported by expense claim and receipts as appropriate. All travel shall be in accordance with the Lower Churchill Project - Standard for Business Travel (see Appendix C – Company Supplied Documents), and associated corporate policies, as revised.

A living out allowance (per diem) of [redacted] per day (including HST/GST) per person will apply to each working day of the rotation.

Company will reimburse Consultant for accommodations at a hotel and will reimburse for either taxi or rental vehicle. Both shall be booked based on the most practical solution depending on the required stay and travel requirements. For personnel staying at Muskrat Falls, Company will provide accommodations in camp and transportation.

3.6 Escalation

At the discretion of Company, day rates will be subject to consideration of escalation annually in

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accordance with the percentage of change in the 'Consumer Price Index (CPI) - All-Items, Newfoundland and Labrador' over the previous year. If Company grants escalation in a given year, it shall in no case be less than 1% or greater than 5% and shall be applied on the anniversary date of the Agreement.

3.7 Equipment

Consultant will be reimbursed for equipment utilized by personnel as required by Company. Consultant shall be reimbursed at the below listed (Table 2) Rates for Company approved equipment.

Table 2

Test Equipment	Daily	Weekly
Doble Power Factory 10kV M400		
Omicron/Doble Test Sets		
Omicron/Doble Satellite Sync Gear		
Omicron Waveform Capture Acc.		
Omicron CPC 100 or Cibano or CT analyzer		
Bkr Timing and Analyzer		
Service Truck		

3.8 Total Estimated Contract Price

The total estimated contract price under this Agreement is three and a half million Canadian Dollars (\$3,500,000 CDN).

The above estimated contract price is not guaranteed, and payment shall be for actual hours of Work performed.

TS

APPENDIX B
SCOPE DESCRIPTION

TS

1.0 Scope of Work

Consultant shall provide commissioning services / Personnel, as directed by the Company, to Company's prime contractor (General Electric or its affiliates) to support commissioning activities, as per Attachment 1–Organization Chart. Key focus areas include:

2.0 Field Commissioning Supervisors

Provision of Field Commissioning Supervisory Personnel to support and control all commissioning activities, including but not limited to:

- Gas Insulated Switchgear;
- Air Insulated Switchgear;
- Power Transformers;
- Medium Voltage Switchgear;
- Protection and Control Schemes;
- Protection Relays;
- Telecommunication interfaces;
- I/O testing;
- Auxiliary Services;
- Cooling Systems;
- HVAC Systems; and
- Emergency Generators.
-

3.0 Punch List Coordinator

- Follow the overall punch list system and define priority in line with subsystem completion.
- Issue daily punch list progress reports and break down reports by discipline and material for the Construction Superintendents, Construction Manager and Commissioning Manager.
- Review all punch lists issued prior to submittal to the Database Administrator.
- Ensure that the Field Punch List form is filled in correctly and that the punch list items are properly described and pertinent to the associated system / subsystem and are legitimate with respect to project specifications, safety rules and industry practices before sending them to Database Coordinator for registration.
- Monitor and supervise the clearance of such items by the prime contractor and its subcontractors.
- Expedite the review and signing of the completed punch lists so as to ensure the completion of the systems and subsystems in a timely manner.
- Follow the introduction and progress of punch lists through all phases of completion dossiers.
- Coordinate the task completion and punch list management, tracking and updating the master punch list database.

3.0 Punch List Coordinator (continued)

- Actively involved in construction, pre-commissioning and commissioning activities identified for specific systems and subsystems in the work packages to achieve the readiness for energization, and walk-through of systems with Supervisors for punch entry / closure.

4.0 Lock-Out Tag-Out (LOTO) Coordinator

- Identify Isolation requirements.
- Apply Isolations.
- Demonstrate correct isolation has been applied.
- Demonstrate to the permit holder the equipment has been made safe to work on.
- Complete all documentation as required by the prime contractor's procedures.
- Maintain documentation drawings identifying permitted and isolated work activities.
- Review scopes of work with operating authority.
- Maintain logs of all open and closed permits and isolations.

5.0 Electrical Technologist

- Personnel will work under the supervision of the Field Commissioning Supervisor / Commissioning Lead.
- Work independently or with prime contractor's Specialists.
- Follow the Project Completions management system.
- Complete prime contractor's Check and Test Records.
- Specific duties will include but are not limited to:
 - Carry out preliminary testing of equipment;
 - Carry out Energized Dynamic testing of equipment;
 - Insulation resistance and continuity testing of cables;
 - Gas Insulated Switchgear;
 - Air Insulated Switchgear;
 - Power Transformers;
 - Medium Voltage Switchgear;
 - Protection and Control Schemes;
 - Protection Relays;
 - Telecommunication interfaces;
 - I/O testing;
 - Low Voltage Auxiliary Services including Battery Systems;
 - Cooling Systems; and
 - HVAC Systems.

Personnel provided by Consultant to support Lower Churchill Project (LCP) commissioning activities shall be under the direction of the prime contractor's Commissioning Manager.

TS

APPENDIX C
COMPANY SUPPLIED DOCUMENTS

TS

Document Reference Number	Document Title
LCP-PT-MD-0000-HR-SD-0001-01_B1	Standard for Business Travel
LCP-PT-MD-0000-HR-SD-0003-01_B1	Code of Conduct & Business Ethics Handbook
LCP-PT-MD-0000-HR-MN-0001-01_B2	LCP Site Handbook
LCP-PT-MD-0000-HR-SD-0002-01_B2	LCP Respectful Workplace Standard
LCP-PT-MD-0000-LR-SD-0001-01_B4	Drug and Alcohol Standard

Lower Churchill Management Corporation



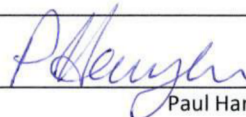

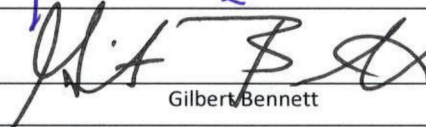

TRAVEL PROCEDURE

Nalcor Doc. No. LCP-PT-MD-0000-HR-SD-0001-01

Comments: 1. Supersedes procedure LCP-PT-MD-0000-HR-SD-0001-01 (changed title) 2. Updated to include all aspects of travel and added specific business rules associated with different types of travel. 3. Section 11. Rotational Travel and Section 12. Continuous Travel added						Total # of Pages: (Including Cover): 24
B2	01-Jun-2017	Issued for Use				
B1	29-Apr-2013	Issued For Use	C. Rowsell	L. Clarke		D. Green
Status / Revision	Date	Reason for Issue	Prepared by	Human Resources Manager	Functional Manager Approval	Quality Assurance Approval
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Inter-Departmental / Discipline Approval (where required)

Department	Department Manager Approval	Date
Project Director – Generation		28 May 2017
	Paul Harrington	
Project Director - Transmission		May/18/2017
	Greg Fleming	
Executive Vice-President Power Supply		29 May 2017.
	John MacIsaac	
Executive Vice-President Power Development		1 June 2017.
	Gilbert Bennett	
Vice President Finance Power Supply		1 June 2017
	James Meaney	

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1 PURPOSE

This procedure outlines the standards, processes and controls that govern travel for the Lower Churchill Project. These standards, processes and controls apply to all Project Personnel. Application of this procedure is intended to ensure consistent, fair and equitable treatment of those who are required to travel as part of the execution of their LCP work assignments, while controlling costs to the Project and ensuring lowest cost options for travel are applied.

2 SCOPE

This procedure outlines the provisions for travel and reimbursement of expenses incurred by Project Personnel in the execution of their LCP work assignments. This procedure covers the parameters for all reasonable expenses incurred while carrying out LCP work assignments.

3 DEFINITIONS

Business Travel	<ul style="list-style-type: none"> - Travel associated with LCP business that requires Project Personnel to travel from one’s home or Designated Work Location to another destination and return either to one’s home or Designated Work Location. - Travel to attend conferences and training courses sponsored by the LCP. <p>For clarity, commuting between one’s home and regular place of employment does not qualify as Business Travel.</p>
Commercial Accommodation	Commercially operated hotels, motels, inns or similar establishments.
Component	<p>For application in this procedure, Component means either of:</p> <ul style="list-style-type: none"> - Power Development <ul style="list-style-type: none"> o C1 – Muskrat Falls Generation - Power Supply <ul style="list-style-type: none"> o C3 – HVdc Specialties o C4 – Overland Transmission; and o SOBI Marine Crossing

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Continuous Travel	Project Personnel who are required to travel on a continuous or frequent basis in order to execute their LCP work assignments. Continuous Travel generally requires Project Personnel to have the flexibility, during a work rotation, to return home at the end of the work day, stay in a hotel, stay in camp accommodations or qualify for a Live out Allowance. The location of the individual at the end of the work day is determined by the requirements of the work.
Designated Work Location	The work location assigned to Project Personnel. It is be documented in the personnel requisition and associated personnel contract and/or job/scope description.
Per Diem	<p>The daily living allowance provided to Project Personnel. The Per Diem rates and any updates can be found on the Current (under People Relations Human Resources Favourites).</p> <ul style="list-style-type: none"> - For Canadian travel, the rates outlined on the Current (under People Relations Human Resources Favourites) are denominated in \$CDN. - For United States travel, per diems are out of province rates multiplied by exchange rate (as outlined in Section 10.7). - For travel outside Canada and United States, the applicable Per Diem rates are based on the National Joint Council Travel Directive rates.
Project Personnel	Includes all Nalcor Seconded Employees, third-party consultants, recruitment service provider personnel working on the LCP on either a full-time, part-time or temporary basis.
Private Accommodations	Accommodation arrangements made by Project Personnel in a non-commercial boarding house or with relatives or friends; in lieu of staying in Commercial Accommodations. This rate is available on the Current (under People Relations Human Resources Favourites).
Rotational Travel	Without exception, it includes travel to and from the work site and the point of origin of the traveler that follows a predefined travel schedule and routing aligned with the traveler's pre-defined work cycle.

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Seconded Employees	Nalcor or NLH employees who have been seconded to the LCMC on a full-time basis. These employees are assigned to the LCMC through a Master Secondment Agreement and individual Work Assignment.
Travel Coordinator	Either of: - Administrative Assistant reporting to the Program Manager- TTO; or - Executive Assistant reporting to the Executive Vice-President.

4 ABBREVIATIONS AND ACRONYMS

CF(L)Co	Churchill Falls (Labrador) Corporation Limited
LCMC	Lower Churchill Management Corporation
LCP	Lower Churchill Project
Nalcor	Nalcor Energy
NLH	Newfoundland and Labrador Hydro
P-Card	Purchasing Card
TA	Travel Authorization

5 RESPONSIBILITIES

Executive Vice-Presidents	Overall accountability for the establishment and effectiveness of this procedure.
Project Directors	Responsible for development, implementation and management of this procedure.
LCP Human Resources	<ul style="list-style-type: none"> • Maintaining pertinent travel information on the “Current”, as identified in this procedure. • Responsible for revision, interpretation and maintenance of this procedure.

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Budget Holders	<p>Responsible to:</p> <ul style="list-style-type: none"> - determine if travel is necessary to achieve project goals and objectives; - approve the TA's, in accordance with the Financial Authority Procedure, for the Project Personnel who report to them; - be familiar with this procedure and their direct reports comply with the standards, processes and controls outlined herein; - approve only those expenses that are in accordance with this procedure; and - ensure all approved TA's are coded with the correct cost code prior to approving and verify that budget is available to accommodate the travel.
Project Personnel	<p>Responsible for informing Travel Coordinators of travel plans and providing all necessary information required for the TA. This includes:</p> <ul style="list-style-type: none"> - notifying the Travel Coordinator, as soon as possible, of Business Travel (preferably a minimum of 10 to 14 business days prior to travel); - complying with the standards, processes and controls outlined in this procedure; - incurring expenses and submitting expense claims for expenses that are in compliance with this procedure.
Administrative Assistant/Travel Coordinator	<p>Responsible for:</p> <ul style="list-style-type: none"> - completing TA's for Project Personnel; - making provincial air, hotel and vehicle bookings with the travel agency, following receipt of an approved TA; - maintaining a listing of LCP approved hotels in commonly travelled locations; and - estimating the value of travel and recording it on TA's.
Executive Assistant/Travel Coordinator	<p>Responsible for:</p> <ul style="list-style-type: none"> - completing TA's for Project Personnel; - making provincial, national and international air, hotel and vehicle bookings with the appropriate travel agency, following

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	<p>receipt of an approved TA;</p> <ul style="list-style-type: none"> - maintaining a listing of Project approved hotels in commonly travelled locations; and - estimating the value of travel and recording it on TA's.
Component Administrative Assistants	Responsible for all additional travel that is not arranged by the Travel Coordinators.
LCP F&A Accounts Payable	<p>Responsible for attest of:</p> <ul style="list-style-type: none"> - Seconded Employee expense claims and P-Card charges; - All other Project Personnel expense claims, accompanying a properly documented monthly invoice.
Project Controls	Responsible for confirming coding on TA's and that there are budget funds available to cover the cost.
Corporate Payroll	Responsible for processing Seconded Employee recoverable expenses and allowances, through the corporate payroll system.
Supply Chain	Responsible for issuing the Travel Procedure to the Recruitment Service Providers.
Designated Person	<p>Responsible for preparing and maintaining a three (3) month revolving Project Personnel rotational schedule. This designated person will be assigned by the Project Manager for each Component. Also responsible to:</p> <ul style="list-style-type: none"> - ensure that the rotational schedule is current; - be the focal point for any questions on the rotation schedule; - coordinate and validate travel arrangements with the Travel Coordinators; and - ensure that the current version of the rotation schedule is always available on the Current (under Components Favourites);
Receptionist	Maintain control of taxi vouchers, along with a record of when they were issued and to whom.

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6 REFERENCES

LCP-PT-MD-0000-FI-PR-0001-01	Financial Authority Procedure
LCP-PT-MD-0000-HR-SD-0003-01	Code of Conduct and Business Ethics Handbook
LCP-PT-MD-0000-HS-PR-0001-01	Authorization Protocol for Access to Project Construction Sites
LCP-PT-MD-0000-LR-SD-0001-01	Drug and Alcohol Standard
LCP-PT-MD-0000-AD-PR-0001-01	Fleet Management Procedure

7 POLICY STATEMENT

LCP’s credibility and reputation are directly impacted by the actions and behavior of Project Personnel. It is the duty of all Project Personnel to abide by the values, policies, standards, laws and the Code of Conduct and Business Ethics Handbook (Doc. # LCP-PT-MD-0000-HR-SD-0003-01) which guides LCP business activities, whether working in an LCP office or traveling on LCP business. When conducting any LCP travel, Project Personnel will follow the standards, processes and controls outlined in this procedure.

As it relates to this procedure, individuals in positions with financial approval authority cannot approve documents such as, and without limitation, timesheets, travel authorizations or invoices that result in a benefit to that individual or the company employing the individual. These items must be approved by the next higher level within the approval authority matrix that has no relationship to the individual or matter presented for approval.

8 TRAVEL RESTRICTIONS – SENIOR MANAGERS

Giving consideration to succession planning and maintaining critical business continuity, no senior management Project Personnel of similar functions/components that have one level of reporting structure separation shall travel together. If senior managers are travelling to the same location, consideration should always be given to travelling separately when circumstances permit. The following are examples to consider for the combinations of the LCP management team who should not travel together:

- i. The Executive Vice-President should not travel with the Project Director. The Executive Vice-President may travel with the Deputy Project Director and/or one Project Manager and/or one other management team member.

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- ii. The Project Director may travel with one Project Manager and/or one Manager provided that not more than one of the latter directly reports to one of the other management team members.
- iii. The Deputy Project Director- Generation may travel with the Executive Vice-President or the Project Director and/or one Project Manager and/or one Manager, and/or two Leads provided that not more than one of the latter directly reports to one of the other management team members.

9 CANCELLATION POLICY

Travel should be cancelled or otherwise changed as soon as practical in order to avoid forfeiture of fares and avoid no show penalties. Travellers are responsible for contacting the booking Travel Coordinator in a timely manner to reschedule or cancel bookings. Otherwise, the traveller should direct all changes and/or cancellations to Carlson Wagonlit Harvey's Travel Emergency Centre and ensure approval is obtained from budget holder or component manager before changes are made that incur a fee:

- 866-464-4400 in North America; or
- 314-513-0807 outside North America (call collect); and
- always ask for a Canadian agent.

Any updates or changes in this contact information can be found on the Current (under People Relations Human Resources Favourites).

This requirement applies to all Project Personnel and all forms of travel. If the traveller does not comply with this requirement, or is unable to make her/his flight, the cost of the flight will be recovered either by:

- recovering the cost from the traveller directly or, in the instance of third parties, from the traveller's employer; or
- charging the next rotational or scheduled flight (of equivalent value) to the traveller, or, in the instance of third parties, to the traveller's employer.

The Travel Coordinators are accountable for documenting and communicating this information to Human Resources. Working under the guidance of Human Resources, and with direction from LCP F&A, they will compile the necessary information required by LCP F&A to facilitate

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deduction of the charges from the applicable invoices or by corporate Human Resources to recover the amounts from Seconded Employees.

10 BUSINESS TRAVEL

- a) **Exceptions to this Section 10 may be considered under exceptional business circumstances and must be pre-approved by the Executive Vice-Presidents or, in the absence of the Executive Vice-President, the Project Director for the respective division of Power Supply or Power Development.**
- b) The standards, processes and controls outlined in this Section 10 apply for all business travel and situations where Project Personnel experience interruption in business travel.

10.1 Authorization for Business Travel

The use of telephone conference calls, videoconferencing and general correspondence is to be considered as a first option when planning travel. Travel should be considered only if there is no other reasonable method of communication other than a face-to-face meeting.

Project Personnel and Budget Holders should give careful consideration to the overall cost of the planned travel. The size of the travel party must be balanced against the importance of the issue to be addressed, keeping to a minimum the number required to achieve objectives.

Where practical and feasible, requests for travel are to be submitted a minimum of 10 - 14 business days before the intended date of travel to ensure adequate opportunity to book accommodations and airfare at the lowest available price. Exceptional cases will be handled on a priority basis; however, they should be restricted to urgent unforeseeable travel requests only. Travel requests should be directed as follows:

- Travel within Newfoundland and Labrador - Administrative Assistant/Travel Coordinator
- All other travel arrangements - Executive Assistant/Travel Coordinator (copy Administrative Assistant/Travel Coordinator).

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Project Personnel are required to comply with the following:

- i. All Project Personnel that are required to travel for the Project will be required to complete a Travel Profile for the travel agency.
- ii. Project Personnel will inform the Travel Coordinator of the travel details, including destination, travel dates, duration, component and business justification for the travel. Using that information, the Travel Coordinator will prepare a TA and obtain the required approvals.
- iii. The Budget Holder shall review the TA, check the validity and need for the travel, ensure that there is adequate travel budget available and, if warranted, approve the TA. **All travel outside of Canada also requires pre-approval of the Executive Vice-President for Power Development or Power Supply or, in the absence of the Executive Vice-President, the Project Director.**
- iv. If the TA is rejected by the Budget Holder, it is returned to the traveller with the reason for the rejection written on the TA by the Budget Holder.
- v. Once approved, the Travel Coordinator is responsible for booking all travel, including airline bookings, hotel bookings and vehicle rental.
- vi. The traveler has the responsibility to follow up with the Travel Coordinator to ensure the TA is completed, approved and travel is booked.
- vii. If the TA is not signed prior to the travel, the Budget Holder should email the approval to the Travel Coordinator, which should be attached to the TA.

10.2 Travel Guidelines

a) Air Travel

- i. The standard for air travel is economy class (flex fare). Travel routing and flight selection decisions should consider lowest cost fare and efficiency of the proposed travel routing. The selection of flights shall be based on cost, duration, convenience, safety and practicality. The lowest available airfare applicable to particular itineraries shall be sought and bookings shall be made as far in advance as possible.

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- ii. Lowest business class air travel is available for travel to destinations outside North America (Canada, the United States, and Mexico), if the duration of air travel exceeds nine (9) hours and extends overnight. Air travel duration starts at the scheduled departure time, ends with the arrival at destination and may include an overnight stop or layover equivalent to an overnight stop.
- iii. Project Personnel are free to use their personal upgrade certificates to upgrade travel class from economy class (flex fare). Arrangements to use these certificates should be coordinated through the Travel Coordinator.
- iv. When booking travel, the traveller may indicate the preferred flight, flight time and hotel in order to accommodate meeting schedules, business commitments and other justifiable business reasons. Supporting information such as conference agendas or meeting times should be attached to the TA. The Travel Coordinator shall endeavor to comply with these requests; however, if these arrangements come at a premium cost, other reasonable cost-effective options will be pursued. If these options are not conducive to the schedule, then the respective **Executive Vice-President must pre-approve the higher cost.**
- v. In the event that extended trips are proposed to obtain decreased airfares, specific circumstances regarding the duration of the trip must be clearly documented on the TA. All additional costs such as the cost of hotels, Per Diems, taxi and person hours chargeable to the Project must be considered when determining the extent of any cost savings. Project Personnel can refer to Section 10.5 of this procedure to determine the application and cost of additional person hours, when determining cost savings.

Seconded Employees airfare will be charged to her/his purchasing card.

To ensure that travel is secured in the most economical way, airfare may be covered by providing the traveller with an LCP purchased flight pass ticket.

- vi. For all international travel, and at the discretion of the traveller, the Executive Assistant will retain a copy of the traveller’s passport and supporting travel documentation. This information will be kept in a secure location and will be available in the event that the traveller misplaces or has her/his passport or supporting travel documentation stolen. Periodically, the Executive Assistant will

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issue a report containing a listing of all personnel travelling outside of Canada, along with their departure and return dates.

- vii. Project Personnel are prohibited from operating or using a privately owned, rented, or borrowed aircraft for LCP business. When Project Personnel are required to access a remote area and a chartered aircraft or helicopter is needed, it will be an aircraft or helicopter under contract to the Lower Churchill Management Corporation or helicopters owned by CF(L)Co. This will require the approval of a requisition, by the Budget Holder with the appropriate level of authority, and arrangements must be coordinated through Supply Chain to book this type of travel.

b) Ground Transportation

- i. Ground transportation shall be by the most economical and practical means as possible. Readily available public transportation is to be used unless there are extenuating circumstances that warrant alternative means of transport.
- ii. In locations where personal safety or security may be an issue, public transport is not recommended and the use of rental vehicles is the preferred option.

c) Taxi Service in the St. John's Metro Region

Project Personnel must adhere to the following guidelines when using taxi services for transportation in the St. John's metro region:

- i. Seconded Employees should use the P-Card to pay for taxi fares. Keep the receipt to support the charge on your monthly P-Card statement.
- ii. All other Project Personnel should pay for the taxi and submit an expense claim with supporting receipts and include it with a fully documented, monthly invoice. Alternatively, Project Personnel can obtain a Bugden's taxi voucher from the Receptionist. The individual will be required to clearly print proper information that identifies who they are and location of destination.

d) Rental Vehicles

- i. Project Personnel who require rental vehicles for LCP business will do so only if it is considered the most economical alternative or where personal safety and security may dictate the use of a rented vehicle.

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- ii. The requirement for a rental vehicle must be included on a TA, pre-approved by the Budget Holder and arranged by the Travel Coordinator, through the LCP travel agency. Budget Holders should carefully review TA’s to ensure that they are aware of all costs, including rental vehicles. Wherever possible, the Travel Coordinator will take advantage of specials or discounts offering the lowest price with recognized rental companies.

- iii. Rental vehicles used on LCP business rented by:
 - Seconded Employees, must be rented in the name of Lower Churchill Management Corporation.
 - all other Project Personnel, must be rented in the traveller’s name.

- iv. Vehicle rental and items such as fuel, washer fluid, antifreeze, and other vehicle consumables, shall be paid using the Seconded Employee’s P-Card. Rental vehicles are not to be charged to a Seconded Employee’s personal credit card except in cases of an emergency. All other Project Personnel will pay these expenses and include the expenses on a fully documented, monthly invoice. In the event of a mechanical roadside emergency, all costs not covered by the rental company will be reimbursable if proper documentation and receipts are provided.

- v. When Seconded Employees rent a vehicle, within Canada only, the collision damage waiver shall be waived on vehicles rented in the name of the Lower Churchill Management Corporation.

All other Project Personnel are required to purchase the collision damage waiver, unless stated otherwise in the contract covering their services, and include the expense on a fully documented, monthly invoice.

If renting a vehicle outside Canada, all Project Personnel should accept the collision damage waiver and take the maximum deductible.

e) Fleet Vehicles

- i. Where operationally and economically practicable, fleet vehicles shall be used on LCP business. Personal use of a fleet vehicle requires pre-approval from the Deputy Project Director and will be restricted to reasonable personal usage within the vicinity of temporary lodging or work assignment.

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- ii. Prior to operating a fleet vehicle, please reference the Fleet Management Procedure and provide a copy of a valid driver’s license and abstract to LCP Human Resources.
 - iii. A credit card is provided for each fleet vehicle to cover operating costs of the vehicle. The credit card and credit card receipts shall be retained in the vehicle glove compartment.
 - iv. Under no circumstances should Project Personnel operate a vehicle if they are unfit for duty.
 - v. Fleet vehicles may not be used by unauthorized persons unless an emergency situation arises.
- f) Public Transportation**
- i. When a rental car is not the most economic means of transportation or is considered impractical, the traveler should make use of available public transportation. Where hotel shuttles are available, Project Personnel should make best efforts to take advantage of these services.
 - ii. Safety and security shall be a consideration for use of public transportation. There shall be no use of unlicensed taxis in high security risk locations. In high security risk locations, prearranged limousine pick up shall be the only acceptable method of transportation.
 - iii. Reimbursement will be made for private vehicle parking at the airport, or taxi or shuttle services to and from the airport. If no rental vehicle is obtained, then licensed taxi or public transit costs from the hotel to the place of the business meeting, conference or course will be reimbursed.
- g) Privately Owned Vehicles**
- i. When on LCP business, use of either a taxi, fleet vehicle or rental car is preferred over the use of privately owned vehicles. The corporate automotive liability insurance program does not provide liability protection for Project Personnel using privately owned vehicles for business purposes. Project Personnel using privately owned vehicles on LCP business, are required to arrange with their insurance providers for the issuance of an endorsement permitting "business use" liability coverage. Coverage

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limits of at least \$1,000,000 are required for any privately owned vehicles used for business purposes.

- ii. In cases where a privately owned vehicle is used, compensation for the authorized use of an individual's privately owned vehicle will be reimbursed, based on a kilometer rate applied to kilometres driven. The per kilometre rate, is updated on a quarterly basis and updates are available on the "The Current" under the Human Resources webpage (Favourites).
- iii. LCMC is not responsible for any Project Personnel's privately owned vehicles, operating and insurance costs, or any claims or any damage to the Project Personnel's privately owned vehicle that are the result of an accident while using the privately owned vehicle for LCP business.
- iv. LCMC assumes no responsibility or liability in cases where Project Personnel are guilty of a violation under the Highway Traffic Act or the Automobile Insurance Act of Newfoundland.

10.3 Accommodations

a) Hotel

Hotels are to be selected by applying the following criteria:

- i. Closest to the meeting place to minimize taxi costs;
- ii. Where special rates are available from the party/company being visited;
- iii. Mid-range hotel rating; and
- iv. Offers corporate or discounted rates (corporate rate may not be available; however, government rates should be requested, although not always offered. Government rates are not generally available to Project Personnel outside Newfoundland and Labrador).

When booking travel, travelers may indicate the preferred hotel in order to fit in with their meeting schedule, location and other justifiable reasons. The Travel Coordinator shall endeavor to book these preferred hotels; however, if they come with a price premium, then the Budget Holder must pre-approve the higher hotel cost. The Travel Coordinator books all hotel accommodations.

Accommodations are not to be charged to a Seconded Employee's personal credit card

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except in cases of an emergency. Seconded Employees should ensure that only actual room costs and business calls and applicable taxes are charged on their P-Cards. For all other Project Personnel, these costs should be charged to a corporate or personal credit card and subsequently submitted to LCMC for reimbursement on a properly documented monthly invoice. Meals, personal telephone calls, laundry, gratuities, and other incidentals are not eligible for reimbursement and are covered by the Per Diem.

In the event that Project Personnel (except Seconded Employees) have to travel on LCP business; **accommodations will be reserved by the Travel Coordinator using the corporate P-Card. Project Personnel are responsible for paying the accommodation costs directly to the hotel** and subsequently submitting to LCMC for reimbursement on a properly documented monthly invoice. Seconded Employees are responsible for paying the accommodation costs directly to the hotel, using their P-Card.

b) Private Accommodations - In Canada Only

In cases where it is practical to do so, and subject to pre-approval by the Deputy Project Director, Project Personnel may arrange board and lodgings with relatives or friends. In such cases, Project Personnel will be permitted to claim up to, but not exceeding, the per diem lodging amount to cover the cost of lodgings. This rate is available on the Current (under People Relations Human Resources Favourites).

In addition, Project Personnel may claim the Per Diem allowance to cover meals, telephone calls, laundry, gratuities, and other incidentals. Per diem lodging allowances shall be reimbursed through the corporate payroll system, for Seconded Employees, and on the expense claim, submitted with a properly documented monthly invoice, for all other Project Personnel.

10.4 Per Diems

Project Personnel on business travel shall receive Per Diems to cover the cost of meals, personal telephone calls, laundry, gratuities, and other incidentals. The Per Diem rate reflects an allowance for each of breakfast, dinner, supper and incidentals. Per Diems are paid only for those meals that apply. The incidental component of the Per Diem is reimbursable only when an overnight stay is required.

- i. For travel **within** Canada and United States, the Per Diem should be considered equivalent to either \$CDN or \$US dollars, depending on where the traveller is located for business

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purposes. These Per Diem rates can be found on the Current (under People Relations Human Resources Favourites).

- ii. For travel **outside** of Canada or the United States, the Per Diem is based on the National Joint Council Travel Directive rates. These rates can be found in Appendix D of the National Joint Council Travel Directive found on the webpage: http://www.njccnm.gc.ca/directive/app_d.php?lang=eng).

10.5 Reimbursement For Travel Time

- a) Eligibility and reimbursement for Seconded Employee's travel time is administered through corporate human resources policies and standards.
- b) For all other Project Personnel, when travel occurs during work days, the maximum reimbursable hours (including both working and travelling hours) per day are not to exceed those of a standard work day, more specifically:
 - Site based Project Personnel work day 10 hours
 - Office based Project Personnel work day 8 hours
 - Seconded Employees work day 7.5 hours

10.6 Travelling With Family Members

Family members will travel at the expense of the LCP only where there is an explicit requirement for the family member to be part of the business activity. Prior approval by one of the LCP Executive Vice-Presidents is required for family member travel.

10.7 Expense Claim Process And Submission

a) Seconded Employees

- i. P-Cards are distributed to all Seconded Employees who are required to travel on LCP business. These cards are to be used to pay for hotels, vehicle rentals, taxi fares, commercial airline tickets and miscellaneous business expenses (but not meals or entertainment).

Copies of receipts, along with a copy of the approved TA shall be provided for all expenses charged to the Seconded Employee's P-Card. The receipt portion of the airfare ticket or E-ticket itinerary must be attached to the Seconded Employee's P-

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Card statement.

- ii. For travel within Canada, expenses covered by corporate rates shall be itemized on the employees timesheet under the specific cost code to ensure expense claims are submitted only for legitimate expenses including:
 - Per Diems;
 - overnight stay with relatives or friends; and
 - mileage charges for use of privately owned vehicles.
- iii. For travel outside of Canada, Seconded Employees shall claim all eligible business expenses, incurred outside Canada, on an expense claim.

To recover business travel expenses not covered in Section 10.7 a) i. and ii., the Seconded Employee will submit an expense claim, including copies of all receipts and a copy of the approved TA. This expense claim must be submitted to the LCP supervisor for verification and sign-off.

b) All Other Project Personnel

All other Project Personnel travelling on LCP business are required to submit an itemized expense claim for reimbursable expenses, along with copies of all receipts and the approved TA, with a properly documented monthly invoice.

Where airline tickets are provided by LCP, a copy is to be included with the expense claim clearly stating that the ticket was purchased by LCP. All other Project Personnel are responsible for ensuring that any unused tickets are returned to the Travel Coordinator for flights and/or flight segments not used. Project personnel should ensure that they notify the Travel Coordinator that a ticket needs to be cancelled.

All foreign currency expenses and Per Diems shall be converted to Canadian dollars using the Noon Day exchange rate specified by the Bank of Canada for the period of the travel. This information can be found at: <http://www.bankofcanada.ca/rates/exchange/10-year-lookup/>.

11 ROTATIONAL TRAVEL

11.1 Authorization

- a) **Exceptions or changes to LCP assignment conditions in this Section 11 must be pre-approved by the Project Director, Power Supply and/or Power Development.**
- b) When Project Personnel are on rotational assignment, the eligible reimbursable costs

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associated with this assignment should be included in the personnel requisition and personnel contract. These terms and conditions must be in compliance with either of the following that apply to the assignment:

- i. LCP Assignment Conditions for Project Personnel Working in the St. John's, NL project office; and/or
- ii. LCP Assignment Conditions for Project Personnel Working in Labrador construction sites, which in some cases also apply to construction sites on the Island

The Budget Holder, with the support of Supply Chain and LCP Human Resources, is responsible for ensuring that this requirement is met. Details of all LCP assignment conditions are maintained by LCP Human Resources.

11.2 Rotational Travel Guidelines

- a) Authorized rotational travel for Project Personnel covers pre-defined scheduled travel and routing between the traveler's point of origin and the destination of the Designated Work Location. If Project Personnel encounter extenuating circumstances that require modified travel arrangements, those exceptions will require documented pre-approval by the Project Manager of the Component. No modified travel arrangements will be made in the absence of that documented approval.
- b) The Project Manager for each Component will designate an individual (Designated Person) to prepare and maintain a three (3) month revolving Project Personnel rotational schedule. For Components where work fronts may change from time to time, the individual will also maintain the expected work location for each of the Project Personnel covered by that rotation schedule. That individual will also:
 - i. ensure that the rotational schedule is current;
 - ii. be the focal point for any questions on the rotation schedule;
 - iii. coordinate and validate travel arrangements with the Travel Coordinators; and
 - iv. ensure that the current version of the rotation schedule is always available on the Current (under Components Favourites);

Travel Coordinator(s) will book travel based on the current version of the rotational schedule on the Current (under Components Favourites) and maintain liaison with the individual accountable for maintaining that schedule to validate the planned travel bookings.

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Any changes to the three (3) month revolving Project Personnel rotational schedule will require approval of the requester's supervisor and the Project Manager of the Component.

- c) All rotational air travel must be arranged through the Travel Coordinator. Airline charges associated with rotational travel will be paid by LCMC.
- d) All Project Personnel working on a rotational assignment are required to travel at the lowest-cost option available.
- e) Time spent on rotational travel is not reimbursable. Reimbursement for time starts at the first shift of the work assignment that the traveler works and stops on the last shift of the work assignment that the traveler works.
- f) When scheduling travel to return to work all Project Personnel are required to arrive at work rested and ready to work in an energetic and safe manner (arrival no later than within an hour of midnight (11pm – 1am), of the evening immediately prior to the start of the first shift). When returning to work, flight schedule arrangements must be made to ensure compliance with this requirement.
- g) When travelers are faced with in-transit travel interruption beyond their control, the following will be eligible for reimbursement:
 - i. Actual cost of accommodation at local hotel (with receipts); and
 - ii. Per Diem, applied in accordance with this procedure.

Should an individual not be able to report to scheduled work due to in-transit travel interruption, the individual will be paid for the scheduled work hours missed.

- h) If Project Personnel choose to make alternative travel arrangements that do not strictly adhere to this procedure, the cost of alternative arrangements will be the sole cost of that individual.
 - i) In the cases of rotational travel, all attempts will be made to book itineraries one (1) month in advance. Rotational travel will not be booked in business class.

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11.3 Expense Claim Process And Submission

All Project Personnel (except Seconded Employees) who are eligible for reimbursement of allowances, Per Diems and related expenses, as determined by their specific LCP assignment conditions, shall prepare an expense claim at the end of their scheduled turnaround listing work location and details of expenses or allowances claimed and, where applicable, include all supporting receipts and authorizations. This expense claim must be submitted to their LCP supervisor for verification and sign-off. Once verification is received the Project Personnel shall submit the expense claim to their respective employers for reimbursement.

Seconded Employee’s expenses and allowances, recoverable through the corporate payroll system, shall be itemized on the individual’s timesheet under the specific cost code. To recover expenses not recoverable through the corporate payroll system, the Seconded Employee will submit an expense claim, including copies of all receipts and a copy of an approved TA.

12 CONTINUOUS TRAVEL

- a) **Exceptions or changes to this Section 12 must be pre-approved by the Project Director, Power Supply and/or Power Development.**
- b) In certain circumstances the nature of a work assignment may require Project Personnel to work out of their assigned fleet vehicles or remote site offices, when available. While these individuals will usually reside at home, the nature and geographic coverage of their work usually requires extensive travel and may require that they avail of either camp accommodations or hotels during a work shift rather than return home at the end of the work day.

12.1 Authorization

When Project Personnel are on continuous travel assignment, the eligible reimbursable costs associated with the assignment should be documented in the personnel requisition and associated personnel contract. Those terms and conditions must comply with this Section 12. The Budget Holder, with the support of Supply Chain and Human Resources, is responsible for ensuring that this requirement is met. Additionally, a TA should be prepared which identifies:

- i. The name of the individual;
- ii. The business rationale and frequency of travel covered by the TA;
- iii. The period of time covered by the TA (NOT TO EXCEED 3 MONTHS);

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- iv. The geographic work area covered by the TA; and
- v. Expenses eligible for reimbursement.

12.2 Expenses Eligible For Reimbursement

The following table presents the schedule of eligible Per Diems for the situations that apply to continuous travel:

Scenario	Accommodations	Eligible for Per Diem? (Y/N)	Daily Per Diem
1	Staying at LCMC free-issued hotel	Yes	See the Current (under People Relations Human Resources Favourites)
2	Staying in free-issued contractor’s camp	No	Nil
3	Staying at home	Yes	\$50

12.3 Expense Claim Process And Submission

All Project Personnel (except Seconded Employees) who are eligible for Per Diems shall prepare an expense claim at the end of their scheduled turnaround listing work location, accommodations and applicable Per Diems. This expense claim must be submitted to the LCP supervisor for verification and sign-off. Once verification is received the Project Personnel shall submit the expense claim to their respective employers for reimbursement.

Seconded Employees, who are eligible for Per Diems, shall recover those Per Diems by itemizing them under the specific cost code on their timesheet.

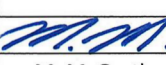
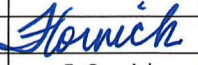
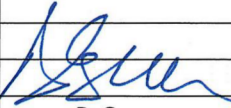

Nalcor Energy – Lower Churchill Project



CODE OF CONDUCT AND BUSINESS ETHICS HANDBOOK

Nalcor Doc. No. LCP-PT-MD-0000-HR-SD-0003-01


Comments:	Total # of Pages: (Including Cover): 29
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B1	06-Jun-2014	Issued for use	 M. McGrath	 F. Cornick	 D. Green	 R. Power
Status / Revision	Date	Reason for Issue	Prepared by	Functional Manager Approval	Quality Assurance Approval	Project Manager (Generation + Island Link) Approval

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Inter-Departmental / Discipline Approval (where required)

Department	Department Manager Approval	Date
	 B. Crawley	

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1 PURPOSE

This handbook should be used as a guide to practice responsible and ethical behaviour. The Code outlines Nalcor's commitment to professional and ethical business practices.

2 SCOPE

The code defines the standards of conduct expected of our employees at all Nalcor Energy companies- including any contractors, suppliers, agents, officers or directors and anyone else who may represent the views or interests of our company.

3 DEFINITIONS

n/a

4 RESPONSIBILITIES

n/a

5 REFERENCES

n/a

6 MANAGEMENT PLAN / PROCEDURE / WORK INSTRUCTION

n/a

7 RECORDS

n/a

8 ATTACHMENTS

Code of Conduct and Business Ethics Handbook

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ATTACHMENT 8.1

Code of Conduct and Business Ethics Handbook



Code of Conduct and Business Ethics Handbook



Vision

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

Values

At Nalcor Energy, our employees share a set of values that shape how we do business every day. Our core values set common direction on how to make decisions with a sense of pride and leadership. We recognize that it is not only what we achieve, but how we achieve it that truly makes us proud of our accomplishments.

Open Communication – Fostering an environment where information moves freely in a timely manner.

Accountability – Holding ourselves responsible for our actions and performance.

Safety – Relentless commitment to protecting ourselves, our colleagues and our community.

Honest and Trust – Being sincere in everything we say and do.

Teamwork – Sharing our ideas in an open and supportive manner to achieve excellence.

Respect and Dignity – Appreciating the individuality of others by our words and actions.

Leadership – Empowering individuals to help guide and inspire others.

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As President and CEO of Nalcor Energy, one of my most important duties is to ensure a work environment based on trust and respect, which enables employees to work without fear of intimidation, discrimination and retaliation. Enjoying our jobs is the first step. However, all of us should also have the comfort of knowing we work in a safe, secure and ethical workplace. Only then can we all feel proud to work here, feel good about our jobs, and work productively. Every person, regardless of position, shares in the responsibility for promoting a positive work environment.

To support this type of workplace, the Board of Directors adopted the *Code of Business Conduct and Ethics* (Code) for employees of all Nalcor Energy companies to reinforce the company's commitment to professional and ethical business practices. Nalcor Energy is growing and employees are increasingly dealing with more sensitive information. This Code provides general guidance and principles for the more complex business reality. The purpose of this policy is to provide guidelines on conflict of interest and ethical business practices and conduct and to promote expected standards of conduct. It also provides general guidance on how to avoid and report potential conflicts of interest and unethical business conduct.

This code links together many existing policies and legislation like our harassment policy, conflict of interest and Occupational Health and Safety legislation. It also addresses Nalcor's safety programs like the Internal Responsibility System. The content of the Code should be familiar to you. You'll also notice, the Code is supported by our values: accountability, respect and dignity, safety, leadership, teamwork, open communications and honesty and trust.



Nalcor is committed to professional and ethical business practices. As you review the Code, if you have any questions or concerns, please take the opportunity to discuss these with your manager or feel free to contact me as well. Your cooperation is essential to ensure that we maintain a positive, productive workplace.

Regards,

A handwritten signature in black ink that reads "Ed". The signature is written in a cursive, slightly stylized font.

Ed Martin

President and CEO



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1. What the Code Means to Nalcor Employees

Our organizational goals are what define Nalcor Energy as a company dedicated to safety, the environment, business excellence, our people and our community. To ensure all Nalcor Energy companies meet our goals, we must practice the highest standards of business conduct and ethics.

This handbook should be used as a guide to practice responsible and ethical behaviour. The complete Code outlines Nalcor's commitment to professional and ethical business practices, and can be found in the policies and procedures section of the GRID. The Code defines the standards of conduct expected of our employees at all Nalcor Energy companies – including any contractors, suppliers, agents, officers or directors and anyone else who may represent the views or interests of our company.

Everyday, in everything we do, we must behave ethically, honestly and with credibility. When we apply this Code to the work we do, we become an organization that is a corporate leader not only in Newfoundland and Labrador, but around the world.

2. Purpose and Responsibilities

The Code identifies a standard for all our employees to follow when confronted with a situation that may cause us to question our ethics and principles at work. The Code defines what Nalcor considers conflicts of interest and potential conflicts of interest, as well as unethical business practices and conduct. Guidance is also provided through the Code to handle, and avoid, these situations all together.

When we follow the values and spirit of this Code, we ensure Nalcor is an organization with a reputation of integrity and sound business practices and conduct.

We all carry an individual responsibility to apply the principles of the Code to our work. The Code explains what accountabilities exist for Nalcor employees, Supervisors and Managers.

Employees

The first responsibility for Nalcor employees is to ensure we read and understand the Code. Following that, as employees, we must always conduct ourselves in a manner that reflects the principles of ethical behaviour, and avoid situations which may present a conflict of interest.

To protect the reputation of our company, employees have a responsibility to ensure everyone we work with complies with the standards and requirements of the Code. To respect our colleagues, customers, and Shareholder, we have a duty to immediately disclose any situation that may go against the principles or spirit of the Code.

Supervisors and Managers

Supervisors and Managers should always demonstrate the principles of the Code. Our Supervisors and Managers must be aware of any conduct that contradicts the Code and follow proper procedure to manage any issue. You also have a responsibility to provide guidance to employees about the Code, and address any concerns employees may raise about ethics and conduct in the workplace. Supervisors and Managers must also ensure that all Nalcor employees are provided with a copy of the Code and understand its requirements.



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3. Key Principles

Four key principles guide how we should apply the Code in our day-to-day work. By understanding and following these principles, we can ensure respectable and consistent behaviour across the company.

- The commercial, reputational and other interests of Nalcor Energy must always take precedence over personal interests and those of third parties.
- We must always avoid any act or conduct – intentional or not – that may support the private interests of a third party or an individual over those of Nalcor Energy.
- Any conflict of interest – real or perceived – has the potential to impair the company’s credibility, reputation and commercial interests.
- We have an obligation to perform our duties and responsibilities in a conscientious manner, and never allow our personal interests to conflict with Nalcor’s.

All parties with whom we conduct business have the right to expect the highest standards of respect, professionalism and business ethics in their dealings with us.

We must demonstrate our commitment to business conduct and ethics in every interaction with our external stakeholders. Customers, suppliers, partners, competitors, shareholder representatives and regulators are among the external stakeholders with whom we regularly carry out business.

We are guided by our organizational values in the things we do and the decisions we make.

We must consider Nalcor's organizational values, standards and principles whenever we represent the company. Nalcor is committed to being an ethical and honest organization, this commitment should be considered in all Nalcor's strategies, plans and decisions.



4. Standards of Business Conduct

The Standards of Business Conduct is the corporate commitment to comply with applicable laws and established sound corporate business standards and practices. When our company fails to meet these standards, we risk damaging our reputation.

Compliance with Laws

In addition to following the Code and other corporate policy and procedures, all Nalcor Energy employees must comply with the applicable laws and regulations of the provinces and countries where we operate. Nalcor employees must never engage in, condone, or encourage any behaviour that is illegal or is not compliant with the Code. We all have an individual responsibility to understand the laws that apply to our work, recognize potential noncompliance and know when to ask for help to report on activity that is illegal or is contrary to the Code.



Safety and Health

Nalcor is committed to being a safety leader. This means ensuring we implement effective safety policies and procedures. To be a safety leader, we must also ensure organization-wide compliance with all applicable laws and standards to protect the health, safety and well being of our employees, contractors, customers and the public.

Employees must take all steps required to work safely. We all have a duty to support a working environment without injury and to foster a culture where everyone is committed to safety.

When working with each other or external parties, we must observe and actively promote Nalcor's core safety rules, which are central to our safety credo.

1. I always follow safety requirements and best practices.
2. I always take the time to complete my work safely.
3. I always take action when I see unsafe acts or conditions.



Environmental Protection

Being an environmental leader is an important goal for Nalcor Energy. Our *Environmental Policy and Guiding Principles* ensures the company sustains a diverse and healthy environment now and in the future. Nalcor's environmental principles maintain a high standard of environmental responsibility and performance. To ensure our environment is sustainable, we should all take time to understand our environmental policy and our commitment to meet and exceed environmental laws and regulations. Nalcor is working to prevent pollution and continually improve our own environmental performance. The goal of environmental protection cannot be achieved without the support and dedication of our employees and contractors.

If you observe someone endangering the environment, your legal and ethical responsibility is to report the situation to a Supervisor. When we take time to work in an environmentally-responsible manner and report environmental non-compliance, we ensure Nalcor builds its reputation as a company with sound environmental principles and actions.







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5. Respecting Each Other

Each and every Nalcor employee contributes to the success of our company. We must respect one another and value each other for the different perspectives and experiences we all bring to the company. Mutual respect across divisions and lines of business will result in collaboration and new ideas to ensure Nalcor not only grows, but flourishes into the future and we achieve our vision.

Respect and Dignity

Nalcor employees deserve to work in an environment where they are treated fairly and with respect. We must all take steps to ensure we are respectful of others, supportive of the dignity and self-esteem of every person and promote an environment that is free of harassment. The importance of treating each other with respect applies to all Nalcor employees, regardless of their role or position.

Behaviours considered disrespectful and not supported by Nalcor include:

Harassment – Any behaviour directed at a person that is unwelcome and/or offensive will not be tolerated. Examples of behaviour that is considered harassment includes:

- threats
- unwelcome remarks
- derogatory comments or innuendo which may humiliate, insult or intimidate a person
- personal or sexual harassment
- abuse of authority
- any other conduct which denies a person their dignity and respect in any other way

Discrimination – We all deserve, and should expect, a workplace free of discrimination. Discrimination can be based on an individual's race, religion, religious creed, political opinion, color or ethic, national or social origin, sex, sexual orientation, marital or family status, physical or mental disability or age. The Newfoundland and Labrador Human Rights Code and the Canadian Charter of Rights and Freedoms provide basic protections against discrimination. We are all expected to apply those same standards in all our interactions as Nalcor employees.

Personal dignity and mutual respect – We are all responsible to encourage a work environment where a diversity of views, opinions and backgrounds is valued. The diversity of views and opinions of employees is a key factor in Nalcor's vitality and success. Any behaviour which denies individuals their dignity and respect is out-of-line with the Code, and the company's organizational values and principles, and will not be tolerated.

Offensive material – The posting or use of offensive, sexist, sexually explicit, racist or other discriminatory material in the work environment is never acceptable. At Nalcor, the work environment is considered the physical location where an employee performs their duties. Offensive material is prohibited on all Nalcor equipment and property, including its e-mail and intranet/internet systems and any other location that offends others.

“The importance of treating each other with respect applies to all Nalcor employees, regardless of their role or position.”



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6. Protecting Our Business

Nalcor Energy's vision is to build a strong economic future for successive generations of Newfoundlanders and Labradorians. We are all responsible to contribute to the company's mandate to lead the development of the province's energy resources. To be successful, elements of Nalcor's business must be valued and protected. To protect the company and our stakeholders, we must ensure the effective management of our corporate assets, financial information and respect confidentiality and privacy requirements.

Protection of Corporate Assets

Nalcor Energy has an internal system of controls, policies and procedures designed to prevent fraud, misappropriation and other financial irregularities. To ensure the system is effective, we must all make an effort to protect Nalcor's assets against loss, damage, unauthorized use, theft and disposal. Assets may be tangible, including facilities, equipment, supplies, vehicles and property, or intangible, such as intellectual property, trade secrets and customer, business and confidential data and information.

Unless information has been produced specifically for external consumption, all Nalcor information – including records, data, project specifications and plans and processes, policies and procedures – are considered proprietary corporate information and must not be shared without proper authorization.

When circumstances arise where it is advisable or required for employees to share confidential information with external parties, we must work with management to ensure all parties must agree to, and sign, a Non-Disclosure Agreement. At any time that a contract or employment with Nalcor ends, any information or documents related to the company must also be returned.

Privacy and Confidentiality

Protecting the privacy and confidentiality of personal, business, employee, customer and contractor information is critical to maintaining Nalcor's credibility. We must all be diligent about protecting the privacy and confidentiality of our colleagues, our Shareholder, partners and customers. As a general rule, confidential information should never be released to external parties unless required by law or authorized by the affected party. To ensure we comply with privacy requirements, we should always appropriately secure any information considered confidential.

Nalcor employees who utilize the company's electronic databases or mail systems should familiarize themselves with the corporate policies and procedures regarding the storage, use and transmission of all confidential information.

Financial Information

Nalcor is dedicated to maintaining a reputation of being a financially accountable organization. All of the company's financial information, data and records are accurate, reliable, factual and complete, and are retained to meet the requirements of applicable laws and standards. Nalcor discloses its financial information in compliance with Canadian generally accepted accounting principles and all applicable laws. The company also makes full, accurate and plain disclosure in any report provided to regulatory authorities.

Security and Emergency Measures

The protection of life and property at Nalcor is committed through the development and implementation of corporate security and emergency measures, policies and processes. An example of security measures at Nalcor is the requirement for visitors to be made aware of facility safety policies and procedures.

Intellectual Property

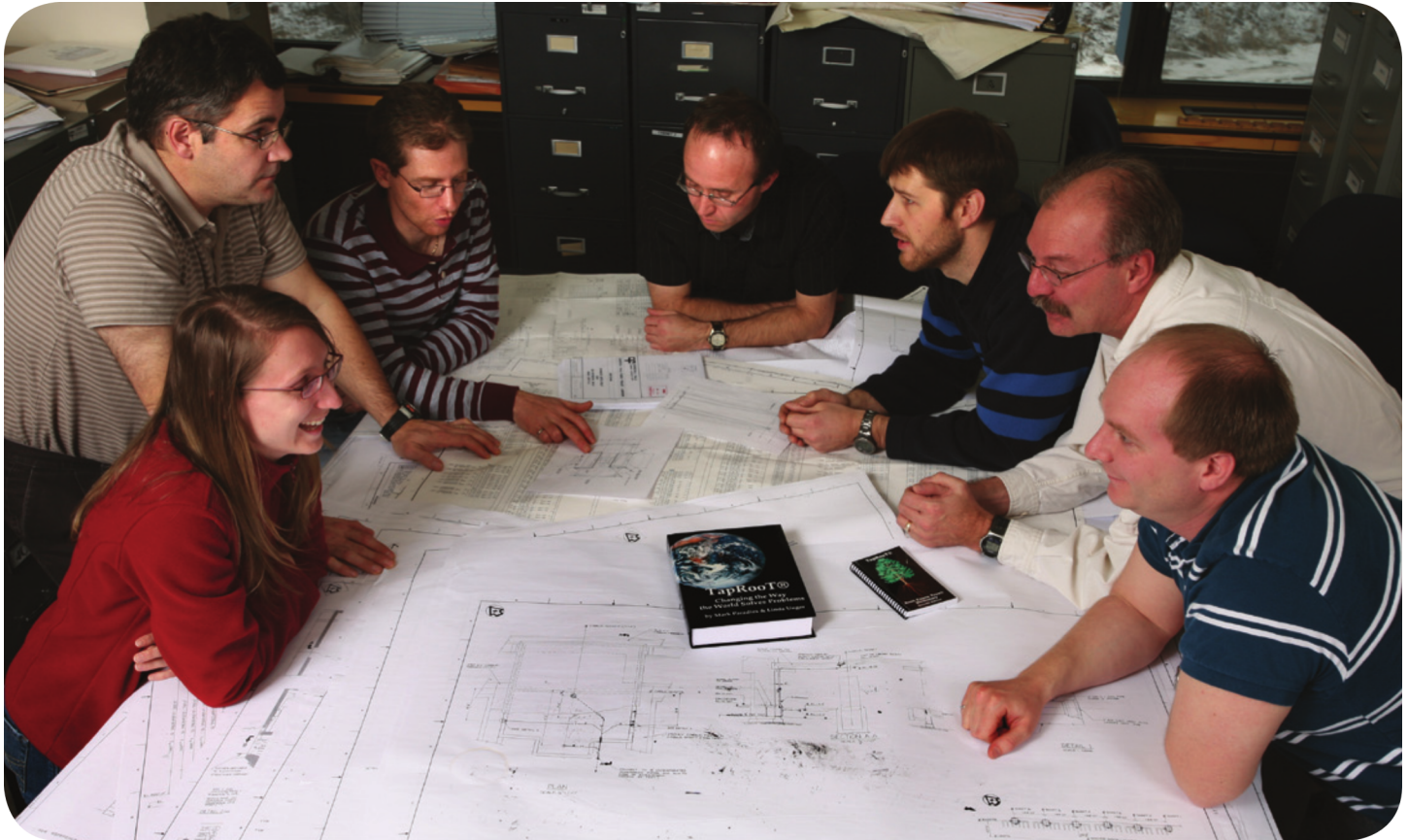
In the performance of their duties and responsibilities, Nalcor Energy representatives may develop an innovative product that is tangible or intangible – known as intellectual property. All employees must understand that any intellectual property created while an individual is employed by, or on contract with Nalcor, belongs to the company. Because intellectual property is owned by Nalcor, the company has the rights to the intellectual property, unless otherwise authorized.

Competitors

Nalcor Energy will never support any information gathering on a competitor that is illegal or unethical. Anytime a Nalcor employee gathers information about a competitor, it must be done in a manner that is both legal and ethical. Employees should never directly or indirectly solicit proprietary or confidential information about competitors. Information that may be considered proprietary or confidential must never be solicited from any colleague who may have once worked for, or who is currently employed by, a competitor.



“Nalcor Energy will never support any information gathering on a competitor that is illegal or unethical.”





LCP-PT-MD-0000-HR-SD-0003-01 Rev B1

7. Conflict of Interest

At all times, employees must avoid any conflict of interest – potential or real. Agents of the Province of Newfoundland and Labrador, including Nalcor and Newfoundland and Labrador Hydro, are governed by the Conflict of Interest Act (Act). Although not all Nalcor Energy lines of business are considered Crown corporations, this Code requires that all employees comply with the spirit and intent of the Act. The Act outlines responsibilities and behaviours we should always practice to avoid any potential conflict of interest. Any employee of an outside organization or contractor working with Nalcor must also follow the spirit and intent of the Act.

We should consider the implications of an activity that adversely affects, or could affect, our performance as a Nalcor employee to be a potential conflict of interest. Employees should refrain from any activity that could offer a personal advantage because of their employment at Nalcor.

Avoiding Conflict of Interest

To avoid any potential conflict of interest, we should exercise best personal judgment at all times. If there is any question if a situation could be a conflict, it is recommended to disclose the matter to a Supervisor or Manager. Guidelines are offered in the Code to help avoid conflict of interest.

Tips to avoid conflict of interest

- Do not participate in making a decision where there may be an opportunity to improperly benefit an individual or family member – directly or indirectly.
- We are not to use our positions to influence decisions that could result in a personal benefit for ourselves or family members.
- Confidential information that is not available to the general public cannot be used for personal gain, or the benefit of family members or anyone else.
- Other than compensation provided by Nalcor, we must never accept a fee, gift or personal benefit, unless a gift is given as a matter of business custom. Cash gifts are never acceptable.
- Employees must not let offers of future employment influence their duties or decisions as a Nalcor representative.
- Insider trading is the buying and selling of securities on the basis of insider knowledge – this means knowledge that is not available to the public. Any Nalcor employee who violates provincial or Canadian insider trading laws will be subject to both legal penalties and termination of employment.
- Price-fixing, bid-rigging, kickbacks or any other similar activity related to competitions are never acceptable. Any employee who engages in these sort of activities will be subject to immediate termination and any applicable legal recourse.
- Nalcor Employees cannot personally enter a contract with an outside company or vendor, except under the following circumstances:
 - the contract existed before the individual became a Nalcor employee
 - the contract was awarded by public tender
 - the contract was made in an emergency
 - the contract is for goods and services which cannot be provided by any other vendor
 - the individual is an employee of Churchill Falls (Labrador) Corporation Limited, and the circumstances of the contract fall under the provisions of Site Administration Regulation No. 5.6

Entertainment, Gifts and Favours

When we accept any sort of invitation, gift or other benefit, we must be mindful to avoid any situation that could be perceived as a conflict of interest. Gifts may only be accepted as a gesture of appreciation, hospitality or civility and be part of routine business relationships. Gifts and benefits should never be accepted if preferential treatment could be perceived.

Business meals and entertainment are acceptable when they are consistent with accepted business practices. They should only be accepted to further normal business relations, and should never be extravagant. All business meals or entertainment, received or provided, must be approved by a Supervisor or Manager.

“Employees are always expected to exercise good judgement in evaluating a donor’s reason or reasons for offering a gift.”

Gifts must never be accepted when the offering party is in a Request for Proposal or contractor selection process with Nalcor, or if the party has a relationship with a bid or another company making a bid.

Nominal Value

When accepting any gift, entertainment or other favour, the value of the gift must not exceed \$150 CDN. If a gift is offered above this value, the gift must be disclosed to a Supervisor or Manager.

A Supervisor or Manager may approve the acceptance of any such offer when circumstances justify it as an appropriate gesture of appreciation, hospitality or civility. When receiving an offer above the acceptable nominal value, alternatives such as donating the gift to a charitable organization or sharing the benefit with the department rather than an individual should be considered.

Employee Judgement

Employees are always expected to exercise good judgement in evaluating a donor’s reason or reasons for offering a gift. Prior to accepting a gift, we should always consider the effect a gift may have on our actions and how others may perceive the gift. If there are any questions or doubts about whether a gift, entertainment or other benefit should be accepted, the gift should be politely refused.

Outside Business Interests

Any outside business interest should never interfere with our employment at Nalcor. To ensure we always influence our best judgement as Nalcor employees, employees cannot be employed by an outside business during the employee's regular working hours for Nalcor. The company's real property, intellectual property, equipment or supplies must also never be used for outside business purposes.

To avoid any perception of conflict of interest, employees cannot promote or advertise outside business interests to co-workers during work hours. Employees should not be contacted at Nalcor offices by customers or partners outside of the employee's role at Nalcor.

Outside companies in which a Nalcor employee has an interest cannot enter into a contract with Nalcor unless the following provisions are met:

- a) the shareholding or interest of the employee is 10 per cent or less; or,
- b) Nalcor's Chief Executive Officer (CEO) agrees the employee is not in a position to influence the awarding of the contract, and that there is no conflict with the individual's public duties; or,

- c) the CEO decides the employee's shareholding or interest in the outside company will not interfere with the individual's duties and responsibilities as a Nalcor representative; or
- d) the CEO is satisfied that the employee's shareholding or interest has been placed in a trust which will prevent the individual from exercising authority or control over the affairs of the outside corporation or partnership.

Disclosure

Whenever we find ourselves in a situation we reasonably believe is, or could be, a potential conflict of interest, we must disclose the nature of the conflict to our Supervisor, Manager or Vice President. After a conflict has been disclosed, we must immediately remove ourselves from the situation.

8. References Related to the Code

- The **Code of Conduct and Business Ethics** provides additional information on Nalcor's standards of business conduct and ethics.
- For more information on Nalcor's **Safety and Health** policies, consult the *General Policy Statement – Health and Safety* and *Safety and Health Program* documents.
- Nalcor Energy's *Environmental Policy and Guiding Principles* provides additional direction about the company's **environmental protection guidelines**.
- Additional corporate policies provide requirements and guidelines about **respect and dignity** of others at Nalcor Energy.
 - Corporate policy EMR 14 *Respectful Workplace*
 - Corporate policy COR 16 *Internet Access*
 - Corporate policy COR 17 *Electronic Mail System Usage*
- The *Dishonest or Fraudulent Activities Policy* (Corporate standard EMR-18) provides additional requirements and guidelines about the protection of Nalcor assets.
- The corporate policy *EMR 8: Conflict of Interest* provides additional requirements and guidelines on **conflicts of interest** that apply to Nalcor employees.





Nalcor Energy Lower Churchill Project

LCP Site Handbook

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Welcome to the Lower Churchill Project

On behalf of Nalcor Energy, I would like to welcome you to the Muskrat Falls, Lower Churchill Project (LCP). As part of the LCP, you are a valued member of our team.

Nalcor is committed to promoting and maintaining a positive project culture throughout the various phases of the LCP. The pages of this Handbook set out the standards of conduct to be followed by all personnel. It outlines practices to maintain a work environment that is safe, healthy and environmentally friendly, as well as addressing issues associated with ensuring a respectful and productive workplace.

The LCP will set the standard for execution of major project work in Newfoundland & Labrador. Our priorities are our people, and we will lead the industry in labor relations, safety and productivity.

You have been provided with a copy of the LCP Site Handbook and are required to read and comply with the safety absolutes, rules and other requirements contained in the Handbook.

Thank you and again, welcome to the Muskrat Falls Lower Churchill Project.



Paul Harrington
Project Director, Lower Churchill Project

Occupational Health and Safety Policy



At Nalcor Energy, safety is our top priority. We take collective pride in our commitment to ensuring employees, contractors and visitors go home safely each and every day. We are committed to preventing workplace injury and illness, which is achievable through active safety leadership and open reporting. Our safety culture is built on a foundation of learning and engagement, thus ensuring the safety conversation does not stop at the end of the work day.

To succeed at our goal of an injury-free workplace, Nalcor Energy employees take personal responsibility to model positive safety behavior, and coach others to do the same. Safety leadership is a continuous journey guided by our Core Values and Safety Excellence Framework. It requires a supportive culture, effective procedures and equipment, as well as ongoing compliance at every level of the organization.

Nalcor Energy will establish and maintain an Occupational Health and Safety Management System which:

- complies with the relevant legislative requirements and accepted industry standards and practices;
- documents safety and health objectives for achieving safety excellence and measures our performance against these objectives to ensure continual improvement; and
- engages our employees, Occupational Health and Safety Committees, and Workplace Health and Safety Representatives through meaningful consultation and cooperation in the development, maintenance and improvement of safety and health within the company.

No matter how busy we are. No matter the circumstance. No matter where we are. At Nalcor Energy, we will always take a moment for safety.



Stan Marshall
President and CEO, Nalcor Energy

Date: August 10, 2016



Awareness: Nalcor Energy fosters the environmental consciousness of employees and is committed to environmental compliance. Nalcor Energy engages with identified interested parties, supports stewardship in the community and participates in environmental research and development.

Environmental Management: Nalcor Energy maintains an Environmental Management System to respond effectively to environmental emergencies and to manage, avoid or mitigate biophysical and socioeconomic effects for all of its activities and facilities.

Sustainable: Nalcor Energy is committed to climate change management and adaptation and the efficient use of resources including the promotion of efficient use of electricity through internal and external programs. Nalcor Energy

applies a life cycle approach to planning and engineering, design, procurement and execution.

Leadership: Naclor Energy is committed to environmental stewardship through active leadership that promotes the identification of opportunities for continual improvement, establishes environmental targets and monitors and reports on environmental performance.

Approved by: _____



Date:

December, 2016



About This Handbook

This Handbook provides background information about the Lower Churchill Project (LCP), general health and safety information, as well as information about employment and labour relations. Please read the Handbook carefully and if you have any questions, ask your supervisor or a member of the management team.

This Handbook is not intended to address all of the LCP's policies, procedures, standards and operating practices. Personnel should confer with their supervisor if guidance or assistance is required for matters that are not addressed in this Handbook.

Written guidelines assist the efficient operation of an organization and support the fair treatment of all personnel. ***While this Handbook attempts to set out guidelines for personnel practices on the project, business circumstances, revisions in the law and other factors may make revisions necessary.*** In such cases, efforts will be made to communicate the change to those affected. By accepting or continuing their employment, personnel of Nalcor and Nalcor's contractors agree to conform to these guidelines, policies, procedures and standards. This Handbook is not intended to be and does not constitute a contract of employment. It is published for informational purposes only. The guidelines,

policies, procedures outlined in this Handbook may be changed, modified, superseded, suspended or cancelled at any time at the sole discretion of Nalcor with or without prior notice. From time to time specific locations, divisions and organizations may implement guidelines more appropriate to their working environment, industry practices or special needs than the general guidelines contained in this Handbook.

Despite the geographical locations under which the project is being constructed, good management principles dictate fair, equitable and consistent application of policies. While this is always considered, it is not possible in every instance because of the nature and the variety of work situations and location requirements.

As a prerequisite to starting work on the Project, potential employees and new hires must attend an LCP pre-employment orientation session that includes but is not limited to, health, safety and environmental obligations, human resources policies, including respectful workplace; cultural sensitivity, Innu cross-cultural training; gender equity and diversity; labour relations, including an overview of the collective agreement, site standards, rules, corrective action and dispute resolution. Upon successful completion of the LCP pre-employment orientation, new hires will then complete a job site specific orientation facilitated by their respective contractor.

Scope

This handbook applies to the construction of Phase One of the LCP; the Muskrat Falls Project. It is applicable to all workers that travel to and work on any of the project sites (outlined in the Project Description Section) including members of the Nalcor owner's team, contractors, suppliers and union members.

Who We Are and What We Are Committed to Achieving

Nalcor Energy

Nalcor Energy is Newfoundland and Labrador's energy company. Headquartered in St. John's, the company's business includes the development, generation, transmission and sale of electricity; the exploration, development, production and sale of oil and gas; industrial fabrication; and energy marketing.

Focused on sustainable growth, the company is leading the development of the province's energy resources and has a corporate-wide framework which facilitates the prudent management of its assets while continuing an unwavering focus on the safety of its workers and the public.

Nalcor currently has six lines of business: Newfoundland and Labrador Hydro, Churchill Falls, Oil and Gas, the Lower Churchill Project, Bull Arm Fabrication and Energy Marketing.

Nalcor's vision is to build a strong economic future for successive generations of Newfoundlanders and Labradorians.

Five goals drive Nalcor's business:

- 1) **Safety:** to be a safety leader;
- 2) **Environment:** to be an environmental leader;
- 3) **Business Excellence:** through operational excellence, provide exceptional value to all consumers of our energy;
- 4) **People:** to ensure a highly skilled and motivated team of employees who are committed to Nalcor Energy's success and future direction;
- 5) **Community:** to be a valued corporate citizen in Newfoundland and Labrador.

The Lower Churchill Project

The LCP is one of the most attractive undeveloped hydroelectric sites in North America and is a key component of the province's energy warehouse. The LCP's two sites at Gull Island and Muskrat Falls have a combined energy capacity of over 3,000 megawatts (MW). The clean, stable, renewable electricity provides

an opportunity for the province to meet its own domestic and industrial needs in an environmentally-sustainable way, and also export electricity to other jurisdictions where the demand for clean, renewable energy continues to grow.

Nalcor is developing Phase One of the LCP which includes an 824 MW hydroelectric generating facility at Muskrat Falls and associated transmission links to Newfoundland and Nova Scotia.

Project Description

LCP Phase One development includes the following key components:

The **Muskrat Falls Generation** will consist of the construction of an 824 MW generating station with a powerhouse that will contain four turbines. A 59km long, 101 km² reservoir will be contained by a concrete dam on the north side of the river and a rock filled dam on the south side.

The 900MW, 350 kilovolt (kV) bi-pole **Labrador-Island Transmission Link** is a 1,100km long High Voltage direct current (HVdc) interconnection that will run from the Muskrat Falls generating station to Soldiers Pond near Holyrood, Newfoundland. Each end of the line energy will

be connected from AC to DC and vice versa through converter stations and switchyards.

The **Labrador Transmission Assets** includes two 247km, 315kV High Voltage alternating current (HVac) transmission lines connecting Muskrat Falls generation station and Churchill Falls generation station, along with switchyards at both Muskrat Falls and Churchill Falls to facilitate the connection of the 315kV feed.

In addition, Emera Newfoundland & Labrador Inc. will construct a 500 MW, 250kV 480km HVdc **Maritime Transmission Link** from Cape Ray in western Newfoundland to Lingan, Nova Scotia.

Nalcor's Core Values

Nalcor aspires to be a proud, diverse energy company, whose people are committed to building a bright future for Newfoundland and Labrador, unified by its core values:

Open Communication: Fostering an environment where information moves freely in a timely manner.

Accountability: Holding ourselves responsible for our actions and performance.

Safety: Relentless commitment to protecting ourselves, our colleagues and our community.

Honesty and Trust: Being sincere in everything we say and do.

Team Work: Sharing our ideas in an open and supportive manner to achieve excellence.

Respect and Dignity: Appreciating the individuality of others by our words and actions.

Leadership: Empowering individuals to help guide and inspire others.

Nalcor's Code of Conduct

Nalcor's Code of Business Conduct and Ethics (Code) reinforces the company's commitment to professional and ethical business practices. All Nalcor employees, contractors and unions should adhere to the Code.

Four key principles guide how we should apply the Code in our day-to-day work:

- The commercial, reputational and other interests of Nalcor must always take precedence over personal interests and those of third parties.
- We must always avoid any act or conduct – intentional or not – that may support the private interests of a third party or an individual over those of Nalcor.

- Any conflict of interest – real or perceived – has the potential to impair the company’s credibility, reputation and commercial interests.
- We have an obligation to perform our duties and responsibilities in a conscientious manner, and never allow our personal interests to conflict with those of Nalcor.

**Health
and Safety**

Health and Safety

The health and safety portion of this handbook is based on the Lower Churchill Project Health and Safety Management Plan. The Health, Safety and Security practices outlined in this Handbook are not a substitute for the required safety training and safe work practices and procedures.

Nalcor Energy's Safety Credo

The safety of employees, consultants, contractors, visitors and the public is our core value. Our goal is a workplace where nobody gets hurt – zero harm – and a working environment where each and every employee and contractor is continuously concerned for their own safety, and the safety of others.

Nalcor's Safety Credo states three basic rules that must be applied to the workplace:

- ***I always follow safety requirements and best practices;***
- ***I always take time to complete my work safely;***
- ***I always take action when I see unsafe acts or conditions.***

When mobilizing to any of the LCP work fronts it is important that all personnel be familiar with the following:

- ***Emergency reporting procedure***
- ***Emergency Meeting Points (EMP) and Muster Stations***
- ***Applicable Radio Channels and Telephone Numbers***

This information will be provided to you in your site orientation.

Safety Absolutes

In an effort to achieve our “Zero Harm” target, a number of safety absolutes have been established. Close attention should be paid to the violations listed below, which will lead to the denial or revocation of site access and termination of your employment by your employer, unless there are exceptional mitigating circumstances.

1. Tampering with, bypassing or disabling safety devices or emergency response equipment;
2. Operating equipment or vehicles without the proper licensing, authority or training/qualifications;
3. Willful damage to property and/or equipment;
4. Must not enter identified zones of imminent danger (e.g. red flagging, signs, barricades, safe zones) without proper authorization;
5. Falsification of reports, statements, or records;

6. Energy isolation (e.g. mechanical, electrical, pneumatic, hydraulic, chemical, gravitational, etc..) procedures must be followed;
7. Unauthorized modification of scaffolding or other work platform leading edges, unauthorized use of scaffolding prior to inspection by a qualified person;
8. Working without a permit if a permit is required for the specific job/task.
9. Failure to conduct an FLRA or Stepback card prior to starting every assigned task and/or task change.
10. Failure to comply with all requirements of the Lower Churchill Project Drug and Alcohol Standard when entering company premises
11. Must not enter a “confined space” without proper authorization and in the receipt of approved training, as specified by Workplace, NL.
12. Must report all incidents immediately, ensure incident management protocol is followed (e.g. freeze the scene) and cooperate/participate in the investigation process;
13. Must use fall protection when there is risk of falling more than 6 feet and be in receipt of approved training as specified by Workplace, NL.
14. Operating mobile machinery/equipment or light duty vehicles while using or texting on

- a cellular device or without the use of a seatbelt;
15. Knowingly and willfully walking or working under a suspended load or within an established danger zone of heavy equipment (e.g. mulchers, excavators, cranes, angle booms, etc.);

Project Personal Protective Equipment (PPE) Standard

All personnel entering a LCP work site must adhere to the PPE Standard at all times.

- Class E or G CSA Type II approved hardhat at all times. Unless otherwise approved for trade specific, the bill of the hard hat must face forward unless a safety device, like a welding shield, is attached. Hardhat hood combinations are mandatory for all welders on site.
- Wear CSA approved safety glasses with approved side shields during work hours. No dark glasses inside dark buildings or in poor light
- Cut resistant gloves must be worn at all times when handling knives or other tools with exposed blades as well as material with sharp surfaces.
- Gloves are required for all tasks. Hand protection appropriate for the hazard must be worn.
- Reflective apparel, when required, must meet

minimum CSA Class 2, level 2 requirements (Background color should be red, orange or lime green with a 2 inch retroreflective stripe).

- Safety boots (steel toe and a minimum 8" boot height).
- Long Sleeve Shirts and Pants to be worn
- Hoodies are not to be worn under or over the hard hat. (Best options are balaclava's, hardhat liners or form fitting toque).
- Strings on the hoodie portion of the sweater must be removed or tucked in when working around rotating equipment.

Any requirements for additional task-specific PPE will be determined through a risk assessment. (TBRA- Task Based Risk Assessment)

Project Safety Orientation

The Project Safety Orientation is a prerequisite to entering any LCP site, except for those persons entering the site as a visitor (visitors must be accompanied by a designated, orientated Project person at all times and will abide by the LCP Health & Safety Management Plan and will receive a Visitor Safety Orientation).

Drug and Alcohol Work Standard

The Project team has developed a Drug and Alcohol Standard based on the Canadian Model (latest edition) for providing a Safe Workplace.

Contractors must ensure that all workers deployed to any project site are fit to safely and reliably perform their work duties, and that these workers must remain fit for duty throughout their work shift, and free from impairment due to alcohol and/or drugs. Workers will submit to a drug and alcohol testing procedure in the following circumstances: pre-access; reasonable cause and post-incident. Contractors must have a drug and alcohol policy that is at least equivalent to the requirements set out in the Canadian Model and this standard. LCMC Management has declared the LCP worksites as “Dry Sites”, whereby the possession, use and sale of alcohol are strictly prohibited.

Non-compliance of this standard will result in denial or revocation of site access and termination of your employment by your employer, unless there are exceptional mitigating circumstances.

Incident Notifications Requirements

All incidents must be reported immediately through the safety management organization. The severity of the incident or the severity potential determines the reporting/notification requirements for each incident. A written (preliminary) report is required to be prepared by the employee’s employer within 24 hours of occurrence. All Near Miss situations and

Hazardous Conditions/Behaviors will be reported promptly using the same incident report process described above. These situations will be Reviewed upon as a learning opportunity. All incidents are treated seriously.

Near Miss Incidents having serious potential (an incident where, under other/different circumstances, could have resulted in serious injury or fatality) will be included in Nalcor's Safe Workplace Observation Program (SWOP) database and will be fully investigated and have mitigating measures identified and tracked to completion. Other Near Miss Incidents will be recorded and, as appropriate, investigated, to derive any lessons learned (as noted above). All incidents will be communicated to affected and potentially affected personnel and addressed in tool box talks and safety meetings as a means to increase overall awareness in an effort to prevent similar incidents from recurrence.

Case Management

All incidents resulting in personal injury will be effectively managed in accordance with the Early and Safe Return to Work/Modified Duty Program in order to:

- Prevent further injury;
- Aid in the recovery of the injured person;
- Reduce the possibility of an incident classification escalation (i.e. from a first aid incident to a medical aid or lost time etc.);

- Ensure adherence to all applicable Workplace, NL requirements
- All LCP contractors will have an effective modified duty program ;
- All injured persons will be offered meaningful, accommodating work if approved by the attending physician, and where appropriate an independent physician ;
- These modified duties will meet all restrictions placed on the injured person by the attending physician.

Security

LCP security management may include, but is not limited to the following procedures that:

- Control access of all personnel, vehicles and material through the use of swipe cards (where applicable), vehicle permits, material lists and passes, camera passes, visual vehicle inspections, and property searches;
- Ensure visitors are properly registered, equipped with the suitable PPE for the area they are visiting, given an appropriate orientation, and accompanied by a responsible person;
- Prevent unauthorized entry and removal of materials and equipment using video surveillance and inspection of personal property including brief cases, back packs, lunch boxes, tool boxes, vehicles and any

other item at the discretion of security management.

Joint Occupational Health and Safety Committee (JOHSC)

It is the policy of Nalcor as well as a regulatory requirement to ensure that all personnel are provided an opportunity to be involved in health and safety program development and improvement efforts. Formal health and safety committees provide leadership and direction for the project and allow for participation and input at all levels. The Health and Safety Committee structure is designed to establish positive, two-way communication throughout the organization and facility. The organization and function of the Health and Safety Committee shall be designed to meet the intent of applicable Newfoundland and Labrador legislation.

Safe Work Practices and Procedures

The LCP team will ensure there is adequate and appropriate development and implementation of safe work practices by project contractors, based on the contractors' scopes of work. All contractors and workers are responsible to ensure they have sufficient and correct training to use these practices and procedures. Quarterly inspections are required on the project.

Housekeeping

Keeping your work area tidy encourages safe work habits. Good housekeeping is a basic requirement in all construction areas and shall be maintained at all times. The following general housekeeping requirements apply:

- Clean up regularly as the job progresses;
- Ensure equipment and tools are stable and secure, cannot fall over or from the work area, and are stored appropriately;
- Ensure that all stored hoses, cords and cables are neatly coiled and hung on appropriately designed hangers off the ground;
- Keep the floor, ground and gratings clear of tools, welding materials and waste, metal shavings, and other debris;
- Store or contain material in such a way that prevents a potential fire from starting.

Access and Egress

- Routes leading to and from all work locations shall be kept free and clear of obstructions and be well lit;
- Walkways and stairways shall be clear, ladders shall not be blocked, and emergency exits shall be easily identified and clear of all obstructions. Stairs, landings and platforms shall have proper handrails;
- Never block the access to any emergency

equipment, fire extinguisher or electrical disconnect switch.

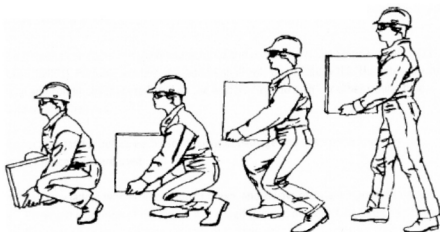
Avoiding Slips and Trips

- Keep work areas well lit and organized;
- Clean up any spills immediately;
- Keep snow and ice off walkways;
- Concentrate on your walking and ensure foot placement
- Practice safe walking skills by taking shorter steps and paying continuous attention to your path;
- Practice three point ascent and descent on ladders;
- Walk at a steady pace and do not run;
- Use the walkways and accesses provided;
- Always use handrails on stairways.
- Exercise added caution when moving from warm to cold environments

Material Handling - Save Your Back

Improper lifting and handling may lead to serious back injuries. Mechanical handling is required and shall be utilized for lifting all items over 25 kg (55 lb.). When lifting by hand, abide by the 25 kg limit and use the following lifting techniques:

- Always wear gloves.;
- Know the weight of any object to be handled;
- Practice safe stretching before lifting;



- Plan your lift, test the load and ask for help when needed (e.g., awkward or slippery packaging);
- Get a firm footing, bend your knees and tighten your stomach muscles;
- Lift with your legs and keep your back straight;
- Keep the load close to your body;
- Keep your back upright and do not twist when moving and carrying the load;
- Avoid stairs and inclines when carrying heavy objects;
- Manual lifting of tools or equipment when using a ladder is prohibited (three-point contact must be maintained on the ladder at all times).

Welding and Cutting

During any welding or cutting procedures the worker shall:

- Inspect all leads, grounds, clamps, welding machines, hoses, gauges, torches, and cylinders each day before use and ensure that all fittings, couplings and connections are tight;
- Only use cutting torch, welding and oxygen/fuel gas systems equipped with anti-flashback arrestors at the regulator and at the torch;
- Keep welding leads and oxy/acetylene hoses clear of passageways and protect them from damage;
- Erect proper barriers or screens to protect other workers from exposure to welding flash;
- A trained fire watch is required in areas where there is a potential for fire.
- Ensure that a 9kg/20lb ABC dry-chemical fire extinguisher is immediately available in the work area.

Flagging and Hazard Signs

Flagging is used to warn of hazards that exist in work areas. When flagging an area:

- Flag off only the areas where the hazard exists;
- Use the appropriate type of flagging for the hazard and completely fill out the flagging tag;
- Remove the flagging promptly when complete;
- Tagging should be included and kept current on all flagging for the purpose of identifying

the person who has erected the flagging, the purpose of the flagging, and contact information in the event entry is required.

Red Flagging:

“Danger – Do Not Enter” flagging is to be used where the risk factor to personnel working in the immediate area is high. No access is allowed, except for the crew doing the work.

Yellow Flagging:

“Caution” flagging is to provide a warning that hazards exist in an area and you should look for an alternate route. If no alternate route is available, read the flagging tag, look for and plan to avoid the hazard, ask permission of the workers inside and proceed with caution.

Radiation Flagging:

Radiation barriers are yellow and magenta colored flagging, or ropes and radiation signs.

Warning Signs:

Warning signs are used to indicate specific hazards (e.g., *“Danger – High Voltage”* *“Caution – Overhead Work”* etc.).

Pedestrian Safety

- Walk on the left side of site roads unless directed to do otherwise;
- Do not take shortcuts through other construction areas or buildings;
- Wherever there exists potential interaction between pedestrians, vehicles and heavy equipment designated walkways will be established and well-marked. It is mandatory that all pedestrians utilize these walkways;
- Scan ahead for potential hazards in the work site;
- When walking to a location be aware of your surroundings, always observing for any potential hazards.

Fire Protection

- Fire extinguishers are located where they can be readily accessed in case of fire and are inspected monthly;
- Storage areas for flammable liquids, gas cylinders, explosives, etc., shall be located well away from worksites, field offices and sources of ignition;
- Fire extinguishers and appropriate signage shall be located in the immediate storage area;
- Flammable or combustible liquids shall be stored only in approved metal safety cans and portable tanks. No plastic containers to be used except on Right of Way transmission line

clearing operations

- Fire extinguishers required for emergency service shall not be used for construction use;
- Adequate firefighting tools and water will be readily available at all sites in forested areas during forest fire season. Every reasonable effort will be made to ensure that LCP activities do not result in forest fires.

Critical Risk Protocols

These 8 Critical Risk Protocols pertain to all Lower Churchill Management Corporation (LCMC) controlled Sites and work activities ,LCMC Personnel, Consultants, Contractors and Visitors when involved in the following:

- Controlled work activities (Note: This protocol does not apply to personal vehicles);
- Hazardous materials operations/activities;
- Interfacing with equipment;
- Working with all potential sources of energy;
- Working at heights;
- Lifting operations;
- Working in confined spaces;
- Working around excavations, trenches or coring.

Working at Heights

The Project is committed to providing a safe work environment for its employees and

preventing occupational injuries due to falls. Fall Protection is an integral part of our commitment to a safe work environment. Any time a worker is exposed to a fall hazard in excess of (1.8) meters, or where there is an unusual possibility of danger, Fall Protection will be required or a procedure and equipment to reduce and/or eliminate the hazard of working at height. Fall Protection shall be achieved through a hierarchy of controls that will involve all levels of management, supervisory and field personnel. This hierarchy shall be: elimination of hazards through engineering (design) and procedural practices; control and mitigation of hazards through passive fall protection; travel restraint systems; the use of fall arrest systems; and finally the use of administrative controls.

Workers must have received a 2 day training course prescribed by Workplace, NL. A Fall Protection plan in coordination with a rescue plan shall be reviewed with all workers involved in working at heights. Anchors must be capable of supporting 5,000lbs (22kN) and anchor connection points shall be at shoulder height or above, if possible. Freefall distance shall be limited to 2 m with a shock absorber. All tools used while working at heights must be secured against falling to ground level.

Supervisors and workers shall be expected to assess the risks associated with a task and

ensure that proper mitigation is in place to protect them while climbing and working at heights. Where a worker is unsure of the methods, equipment or procedures to reduce the risk they are to seek direction from their supervisor.

Scaffolds

Scaffolds shall only be erected, modified or dismantled by qualified scaffold erectors. Do not combine parts and sections of scaffolding made by one manufacturer with those made by another manufacturer.

Scaffold Tagging

The tagging color code to be used is:

Red: “Danger – Do Not Use” – Scaffold is incomplete

Yellow: “Caution” – Special requirements for use (e.g., fall arrest equipment is required)

Green: “Safe for Use”

A worker shall not use a scaffold if it has:

- A red tag;
- A green or yellow tag that has expired;
- No tag at all.

Ladder Safety

Ladders shall be commercially manufactured and comply with CSA Standard CAN3-Z11-M81 (R2001), *Portable Ladders*. All ladders shall only be utilized within the safe working load and conditions that are listed on the ladder. No “job built” or other similar type ladders shall be used.

Inspect the ladder before each use for signs of damage and ensure the following safe ladder procedures are used:

- Face the ladder when climbing up or down, and always maintain 3-point contact;
- Change the position of the ladder if required to avoid overreaching (“rule of thumb”: keep your belt buckle within the rails of the ladder);
- Tag and remove damaged ladders from service;
- Use a rope and canvas tool bag or bucket to move tools and material to working heights. Do not carry tools or materials when using a ladder;
- Always fully open a stepladder and set it level on all four feet, with spreaders locked in place;
- Never use a stepladder like a straight ladder;
- Do not use the top two steps of the stepladder;
- Always place ladders against solid surfaces;
- The vertical distance must be four times the horizontal distance and the top of the ladder shall extend a minimum of 1m (3 ft.) beyond

- the supporting object;
- The ladder shall be adequately tied off at the top and bottom;
- Do not use extension ladder sections separately.

Energy Isolation (Lock-out/Tag-out)

The purpose of having an energy isolation standard is to eliminate or minimize the risk of fatalities, injuries and incidents arising from the uncontrolled and unexpected release of energy or hazardous materials. The standard applies to all sources of energy including: electrical, mechanical, hydraulic, chemical, gravitational, pneumatic, kinetic and stored energy.

The failure to isolate an energy source can create an immediate danger to life and health situation. A high portion of energy related incidents are caused by inadequate or improper isolation of the energy sources. The causes or contributing factors to these incidents have been:

- Failure to identify or recognize a source of potential or stored energy;
- Inadequate training or competence;
- Inadequate energy isolation systems;
- Complacency;
- Working on, or isolation of wrong equipment;
- Inadequate design and/or maintenance of isolators.

The requirements of the Lower Churchill Project for Energy Isolation include the following:

- Purchase and design of equipment shall be given due consideration to meeting energy isolation standards;
- Isolation shall provide positive protection and be achieved by use of locking devices or the establishment of a physical barrier or separation. All separations or barriers shall be provided by either a permanent or temporary fitted locking device;
- Personal locking devices shall be 1) uniquely keyed, 2) not be of the combination lock type, 3) not have an unauthorized second-party master over-ride key, 4) be kept under the exclusive control of the owning individual and key shall not be transferred from one person to another during the course of the work, 5) Locking devices cannot be removed without the permission of the individual who applied the lock;
- Designated isolation points shall be clearly labeled at all times to identify the circuit or system over which they have direct control. These labels shall be applied following a process of pre-isolation identification using isolation lists, load verification, marked drawings, etc;
- Energy Isolation boxes, stations or equivalent shall be provided when required;
- All designated isolations points must be fitted with personal locking devices and shall be

tagged. The tags must include the name of the person locking out, the reason for the isolation, the date and time the locking device was applied and must be highly visible to prevent inadvertent operation.

General Procedures for Energy Isolation include:

- Full compliance with relevant OHS Legislation, regulations and standards;
- A documented Energy Isolation System including procedures and applicable training;
- No work can be carried out on any equipment or system unless it has been established and confirmed that it is in a zero energy state, unless involved with commissioning or troubleshooting;
- The isolation system shall be applied to all activities on the Lower Churchill Project;
- The isolation procedure should determine the appropriate isolation method for any activity (either by way of a full description or by demonstrating the process that shall be followed for new activities;
- Prior to relying on an isolation to supply a safe working environment, documented testing procedures must be provided to verify energy isolation integrity;
- A formal procedure shall be in place for controlling clearances to the work for isolation and de-isolation of equipment, handover and handback of equipment (maintenance to

operations), or transfer of isolations between shifts/workgroups;

- Specific procedures shall be developed to address software overrides;
- A procedure for testing and positioning during maintenance and set-up shall be in place;
- A procedure shall be in place to mitigate hazards in special cases where zero energy state, test/try of isolation or use of a locking device are not possible or feasible;
- Formal isolation procedures include requirements for investigation, reporting and removal of personal locks/tags by an authorized person other than the originator. The isolation system must be reviewed regularly and audited to capture any previous unidentified changes and revised when necessary.

Workplace Hazardous Material Information System (WHMIS)

- All contractors will have an established WHMIS program in place for all LCP construction activities;
- All personnel will be trained in WHMIS, including a site specific element;
- All material and containers will be properly labeled;
- Contractors will maintain a complete and up to date set of Material Safety Data Sheets for all controlled products on site. MSDS sheets

must be available where products are being used or stored. If MSDS sheets are not dated within three years or are not available it must be requested through a supervisor.

Excavations

All excavations shall comply with the following rules:

- All excavations must be identified to other workers through flagging, marking, safeguards, or other appropriate and effective means;
- All excavation walls shall be checked before entering, especially after a heavy rain or thaw;
- Shoring shall be checked daily or more often in extremely wet weather;
- No worker shall be in an excavation when any equipment is working next to the edge – keep all heavy equipment away from trench edges;
- Test for low oxygen, hazardous fumes, and toxic gases – the excavation may be a confined space. ie: Excavations deeper than 4 feet;
- Ensure there are safe and adequate ladders for access/egress.
- Ensure proper training and instruction is provided to all personnel involved in excavating and trenching activities

Hoisting and Rigging

The handling and lifting of material can be very dangerous. Please ensure you follow safe rigging practice at all times, which will include the following:

- Rigging and slinging work shall be done by or under the direct supervision of a qualified worker familiar with the rigging to be used
- Rigging training required
- Know the use of all rigging equipment
- Never transport a load over people
- Use tag lines to control the load
- Do not wrap tag lines around your hands or body
- Know rigging capacities and load weights
- Inspect all rigging before use

Vehicle Requirements

Workers shall not use LCP vehicles unless assigned by their supervisor. Any worker who operates a vehicle shall comply with the following requirements:

- Possess a valid driver's license for the class of vehicle being used;
- Inspect the vehicle at the beginning of each shift before use by completing a thorough walk-around and doing operational/functional checks;
- All vehicles shall be equipped with a 9kg/20lb ABC dry-chemical fire extinguisher, a first aid

- kit – minimum Class 2 and flares;
- “Buggy whips” (minimum 3.6m in height) are required in and around all work sites. Buggy whips are to be pulled down and secured and beacon lights turned off when leaving the project footprint. 3.6m Buggy Whips are not required to be the lighted type;
 - Ensure that all tools and materials are transported in a safe and secure manner;
 - Wear a seatbelt at all times while driving, both on and off site, and ensure that seat belts are worn by all passengers;
 - Always give pedestrians the right of way.
 - Observe posted speed limits and other regulatory signs and practice safe driving at all times;
 - Do not use cellular phones or mobile devices unless the vehicle is stopped and parked in a safe location;
 - Practice safe refuelling procedures;
 - Do not ride in the bed of any vehicle;
 - In winter, ensure that all windows and hood and roof are clear of snow, ice and condensation before moving;
 - Immediately report all vehicle incidents;
 - All site vehicles are required to have back-up alarms, sounding the horn twice before backing up is not necessary;
 - Strictly comply with project parking regulations and back into parking areas
 - Use a spotter when backing a vehicle into a congested area or under circumstances with

limited clearance or visibility; if visibility of spotter is lost stop your vehicle immediately

- Heavy haul vehicles have the right of way on work site locations;
- All site light vehicles are required to have a rotating/revolving amber coloured beacon mounted on the top of the cab and must be fully operational when driving on the site. Amber light should be turned off after the vehicle has left the project footprint.
- Wheel chocks are to be used when there is a potential for the equipment to roll. Chock should be 25% of the tire diameter.

Confined Spaces

Is an enclosed or partially enclosed space that:

- Is not intended or designed for continuous human occupancy;
- Has a limited or restricted means of access or egress;
- Is large enough to be entered by a person to conduct work;
- At any time, contains, or could potentially contain, any of the following:
 - An atmosphere that has potentially harmful levels of a contaminant;
 - An atmosphere that does not have a sufficient oxygen level to be considered safe for Personnel;
- Contains a material that could cause engulfment, drowning, suffocation, etc.

- An atmosphere that does not have a safe oxygen level.
- Contains a material that could cause engulfment.
- Any other recognized hazard that could adversely harm Personnel entering and working within the confined space.

Examples of a confined space:

- Storage tanks, tank cars, process vessels, pressure vessels, boilers, silos and other tank-like compartments.
- Caissons, coffer dams, pylons, pits and shafts.
- Pipes, sewers, sewer pump stations including wet or dry wells, shafts and ducts.
- Shipboard spaces entered through small hatchways or access points, cargo tanks, cellular double bottom tanks, duct keels, ballast or oil tanks and void spaces

Procedure for Personnel working in Confined Spaces:

- 2 day training as prescribed by Workplace NL required for anyone involved with or directing confined space work
- Entry permit and procedure must be in place and reviewed with those involved
- Air quality test to be completed and continuous monitoring to occur throughout the confine space work
- Safety watch to be in place
- Method of retrieval (Written Rescue Plan)

Equipment Safeguarding

- Equipment safeguards shall be designed and constructed to comply with applicable legislation, CSA standards, codes of practice and relevant recognized leading industry practices and considering maintainability and operability.
- Prior to allowing Personnel into an operational or construction environment, a formal evaluation shall be made to ensure the integrity of equipment safeguarding.
- Where safeguarding and interlock systems are insufficient to protect people, access to equipment shall be controlled and monitored.
- Fail-to-safe/dead man switches or devices shall be installed on all manually operated rotating equipment and power hand tools (e.g. saws, lathes, drill presses, etc.).
- Guards shall only be removed for maintenance and repair after equipment has been isolated, locked out and tested in line with Section, “De-energization, Isolation, Lock-Out and Tagging”. Where the temporary removal of safeguards is necessary on operating equipment, for the purposes of fault finding, testing and commissioning, a risk-based procedure shall be in place. Guards shall be replaced prior to equipment being put back into operation.

Environment

Environment

All Nalcor companies will help sustain a diverse and healthy environment for present and future Newfoundlanders and Labradorians by maintaining a high standard of environmental responsibility and performance through the implementation of a comprehensive environmental management system.

Roles and Responsibilities

All project participants have a responsibility for the protection of the environment. Project personnel will:

- Participate in the LCP orientation sessions;
- Be familiar with the environmental mitigation measures specific to their scope of work, as described in the environmental documents;
- Participate regularly in toolbox meetings;
- Report any environmental issues or concerns as outlined in the orientation provided by your supervisor;
- Project personnel are encouraged to reduce/eliminate idling of vehicles where practical.

General Environmental Procedures

Storage, Handling, Disposal of Fuel and Other Hazardous Materials

- All personnel handling fuel and hazardous materials are to be properly trained and informed;
- Fuel may only be stored and transported in appropriate and approved containers;
- Waste products will be properly stored and disposed;
- Fuel and other hazardous materials are not to be poured down drains or permitted to enter the environment in any manner;
- All containers used for storing fuel or other hazardous material shall be appropriately labeled as to its content as well as safe use, handling, storage and disposal as per the MSDS.

Waste Management

- Project personnel are to keep work areas free of food scraps and garbage;
- Project personnel should recycle wherever possible;
- There will be **NO** littering on site;
- Absolutely **NO** waste material is to be deposited in any water body.

Water Protection

When working around water bodies Project personnel should:

- Confirm with On-Site Environmental Monitor, proper mitigation measures to be used;
- Report any incidents of failed siltation/soil erosion control structures and incidents of sedimentation of water bodies.

Wildlife

There is a wide range of plant and animals found in the project area, some of which are protected or of special concern. Project personnel should be especially aware of rare birds such as the Common Nighthawk, Grey Cheeked Thrush, Rusty Blackbird, Harlequin Duck, and the Olive Sided Flycatcher as well as Raptors and Woodland Caribou.

- Any sightings of these and other wildlife are to be reported to an On-Site Environmental Monitor;
- Any nest sightings are to be reported to an On-Site Environmental Monitor;
- NO personal pets will be allowed on the site;
- Under NO circumstances is wildlife to be fed, chased, followed, diverted or otherwise harassed;
- Any incident that results in the displacement or fatality of wildlife is to be reported to the

On-Site Environmental Monitor;

- **Project personnel are not permitted to hunt, fish, or trap wildlife, collect firewood or pick berries, whether on or off duty, at any time during their employment within the Project Area at any LCP work site and support infrastructure. This includes Project related roads, camps, the main work site, the future reservoir area and associated transmission lines. The attached map illustrates the “no harvesting zone”;**
- **Project personnel conducting activities outside of the Project footprint who are non-resident to the area may only do so while they are off rotation and in compliance with applicable provincial and federal regulations. Project personnel conducting activities outside of the Project footprint who are resident to the area may only do so outside of their normal hours of work and in compliance with applicable provincial and Federal regulations;**
- **This policy will be strictly enforced through corrective action which would include revocation of site access and termination of your employment by your employer, unless there are exceptional mitigating circumstances;**
- **Harvesting by Labrador Innu within the Project Area is addressed in the Impacts and Benefits Agreement with the Innu Nation.**

Historic Resources

Historical resources can include stone flakes; tent rings; burial mounds; tilts; structural frames; arrowheads, tools and fire pits. If an historic resource or artifact is suspected:

- Stop work immediately, **DO NOT** touch or remove artifact;
- Report the find to a supervisor and On-Site Environmental Monitor.

Spills

In the event of a spill or leak of hazardous materials (including fuels), site personnel should:

- Act immediately;
- Stop source if possible and safe to do so;
- Contain the spilled products if safe to do so;
- Contact your supervisor or the site emergency contact, providing as much information as available.

Human Resources

Employment Equity

The LCP team recognizes the importance and benefit of a diverse workforce. Employment decisions concerning the workforce on this project shall be based on individual merit qualifications and competence, and the employment preference provisions in the Lower Churchill Construction Projects Benefits Strategy (Benefits Strategy) and the Impacts and Benefits Agreement (IBA) for qualified Labrador Innu. Nalcor is committed to employment equity and will not discriminate on the basis of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, marital status, family status, source of income and political opinion. The profitable, responsible growth and business success of the company, as well as the personal growth of individuals, results from using the abilities of all individuals to the fullest extent practical within the framework of the business environment.

Lower Churchill Construction Projects Benefits Strategy

LCP and the Province of NL have agreed to the projects Benefits Strategy. The overriding objective of this strategy is to provide opportunities and benefits to the people of Newfoundland and Labrador during the

construction of the project. Included in this strategy are hiring protocols for different components and geographical areas of the project. These hiring protocols are also contained in the Labour Project Agreements with our Union partners. A summary of these hiring protocols is as follows:

Muskrat Falls Generating Facility and associated HVac Transmission System

For these components of the LCP the priority is as follows:

1. Qualified Labrador Innu as per the terms of the IBA;
2. Qualified residents of Labrador; and
3. Qualified residents of the Island of Newfoundland;
4. Qualified Canadian Residents.

Island Link HVdc Transmission System

For these components of the LCP the priority is as follows:

1. Qualified Labrador Innu for the Labrador portion of this component of the LCP;
2. Qualified residents of Newfoundland and Labrador;
3. Qualified Canadian Residents.

The Benefits Strategy also includes an outline for the project's Gender Equity and Diversity Program. The objective of this program is to address employment Equity for the Project, including access to employment opportunities for qualified members of underrepresented groups. This program will implement programs and practices that contribute to the creation of an inclusive work environment and culture.

The main objective of the Gender Equity and Diversity Program is access to employment opportunities for, and employment of, qualified women and members of underrepresented groups on the project. The program includes a Women's Employment Plan that provides the necessary resources for an inclusive work environment and corporate culture.

The LCP team recognizes the importance of compliance with the commitments and obligations contained in the IBA with the Innu Nation and the Benefits Strategy. These commitments and obligations are supported by Nalcor's Human Resources policies and procedures.

IBA initiatives include Innu cross-cultural training for all employees to enhance understanding of the culture of the Innu of Labrador, and social supports for Innu employees, including opportunities for Innu cultural activities.

Labrador Aboriginal Cultural Awareness

Three distinct Aboriginal peoples reside in Labrador: the Labrador Innu, represented by Innu Nation, the Labrador Inuit, represented by Nunatsiavut Government, and the descendants of Inuit and European cultures, represented by NunatuKavut Community Council.

The Labrador Innu are the indigenous inhabitants of an area they refer to as Nitassinan (“Our Land”). The Labrador Innu claim Aboriginal rights and title to a significant portion of Labrador, including the LCP area. In recognition of this, Nalcor negotiated an Impacts and Benefits Agreement (“IBA”) with the Innu Nation and both Innu First Nation communities. The IBA provides certain benefits to the Innu, including first preference for employment opportunities on the project.

Innu reside primarily in the communities of Sheshatshiu (pop. 1700) and Natuashish (pop. 900), which are reserves under the *Indian Act*. One of the last Aboriginal peoples in Canada to settle permanently, the Innu lived in Labrador as hunter/gatherers for several thousand years until the 1960s when they became permanently settled in communities. The word Innu means “human being” in Innu-Aimun, which is the first language of the Innu.

The 6,500 Labrador Inuit call their homeland in northern Labrador “Nunatsiavut.” This means “our beautiful land” in Inuktitut, the traditional language of the Inuit who have lived in Labrador for thousands of years. Labrador Inuit settled their claim for Aboriginal rights and title under the Labrador Inuit Land Claims Agreement, which came into effect in 2005. Labrador Inuit have rights over and/or title to land in Labrador that includes the Inuit communities of Rigolet, Postville, Makkovik, Hopedale and Nain. In addition, many Inuit live in Happy Valley-Goose Bay, Mud Lake and North West River. English is widely spoken by Labrador Inuit, who have had regular contact with European settlers for over 200 years.

NunatuKavut Community Council, formerly known as the Labrador Metis Nation, represents 6,000 descendants of Inuit and European cultures. Members of NunatuKavut live in the southern Labrador communities of Cartwright, Paradise River, Black Tickle, Norman Bay, Charlottetown, Pinsent's Arm, Williams Harbour, Port Hope Simpson, St. Lewis, Mary's Harbour and Lodge Bay, as well as the Upper Lake Melville area.

LCP Respectful Workplace Standard

Purpose

The Lower Churchill Project (“LCP”) is committed to maintaining a safe, healthy and productive work environment where all persons attending LCP worksites are valued and treated with respect and dignity. This Respectful Workplace Standard (“Standard”) is intended to support a work environment free of discrimination, harassment, workplace violence and/or threat of workplace violence. All persons engaged in work on the LCP are expected to lead by example to ensure our Project is free of discrimination, harassment, workplace violence and/or threat of workplace violence. This Standard provides guidelines for Lower Churchill Management Corporation and our Contractors to respond quickly and fairly with any incidents reported under this Standard.

This Standard Supports Our Project Values

Open Communication: Fostering an environment where information moves freely in a timely manner.

Accountability: Holding ourselves responsible for our actions and performance.

Safety: Relentless commitment to protecting ourselves, our colleagues and our community.

Honesty and Trust: Being sincere in everything we say and do.

Team Work: Sharing our ideas in an open and supportive manner to achieve excellence.

Respect and Dignity: Appreciating the individuality of others by our words and actions.

Leadership: Empowering individuals to help guide and inspire others.

Application

This Standard applies to all employees and consultants of Lower Churchill Management Corporation, LCP Contractors and any other parties engaged in or performing work on any LCP Worksite.

This Standard applies to visitors, vendors, suppliers, Contractors and consultants attending any LCP Worksite.

All Contractors working on the LCP are required to utilize this Respectful Workplace Standard as their Policy.

Definitions of Workplace Discrimination, Harassment, Violence and Other Terms Discrimination, Harassment, Workplace Violence

The definition of discrimination, harassment, workplace violence and/or threat of workplace violence and examples of what is not harassment are as follows:

Discrimination

Any action, inaction or behaviour which negatively affects the status of an employee, or the unequal treatment of an employee or harassment on the basis of prohibitive grounds as defined under Human Rights Act, 2010, SNL2010 CHAPTER H-13.1, s. 9 (i) and s. 14 (i) including race, religion, religious creed, political opinion, source of income, color, nationality, ethnic origin, social origin, sex, sexual orientation, marital status, family status, disfigurement, disability, age and conviction of a criminal offence unrelated to employment.

Harassment

Harassment is any form of conduct that is known or reasonably ought to have been known to:

- a) Create an intimidating, hostile or offensive work environment;

- b) Be objectionable or offensive behaviour that is unwelcome;
- c) Adversely affect an individual's employment relationship or work performance; or
- d) Deny an individual dignity and self-respect.

Sexual Harassment

Any conduct, comment, gesture, or contact of a sexual nature, whether one-time or on a continuous basis that:

- a) Might reasonably be expected to cause offense or humiliation;
- b) Is known or ought to reasonably be known as unwelcome;
- c) Is made to an individual by another individual where the other individual is in a position to confer a benefit on or deny a benefit to, the individual to whom the solicitation or advance is made, where the individual who makes the solicitation or advance knows or reasonably ought to know that it is unwelcome;
- d) Is a retaliation or threat of retaliation against an individual for rejecting a sexual solicitation or advance; or
- e) Might reasonably be perceived as placing a condition on employment or opportunity for training, promotion or career development.

Workplace Violence and/or Threat of Workplace Violence

Any inappropriate physical contact or action, or threat of inappropriate physical contact or action that would result in pain and/or suffering to an individual. This includes behaviour that would be interpreted by a reasonable person as a substantial threat to harm another person, or endanger the safety or wellbeing of another person, as well as any aggressive or bullying behaviour that is intended to cause emotional or physical distress to a person.

Examples of Discrimination, Harassment, Sexual Harassment, Workplace Violence and/or Threat of Workplace Violence

Discrimination, harassment, sexual harassment, workplace violence or threat of workplace violence can take many forms including but not limited to jokes, insults, threats, personal comments or innuendoes made verbally or by other means, including but not limited to, writing, graphic materials, email, social media, posted or displayed on the internet or by other electronic means. The following are some examples:

- Posters, pictures, graffiti or derogatory statements;
- Insults, slurs and negative stereotyping;
- Threatening, intimidating and hostile acts;

- Written or graphic material that denigrates or shows hostility towards an individual or group;
- Touching, pushing, pinching, or any unwelcome physical contact including but not limited to physical assault, offensive comments, leering or similar gestures; and
- Profanity and offensive language; verbal and physical threats or assault; intimidation; taunting or ostracizing; rude or inappropriate jokes or innuendos; overly aggressive, embarrassing, humiliating or demeaning behaviour; and malicious gestures or action.

What Harassment is Not

Examples of what is not harassment or behaviour that violates this Standard are the following:

- a) Chit-chat or good-natured jesting when both parties find the conduct acceptable;
- b) An occasional compliment or remark;
- c) Workplace flirtation when it is a voluntary relationship to which neither objects;
- d) Normal exercise of supervisory responsibilities including training, counselling and discipline or a particular supervisory style; and
- e) Personality differences between people.

Responsibility under Standard

Obligation of All Persons

Discrimination, harassment, sexual harassment, workplace violence or threat of workplace violence at any LCP Worksite or arising from working at an LCP Worksite is strictly prohibited.

Individual Responsibility

All individuals are responsible for:

- a) Abiding by this Standard;
- b) Fostering a respectful workplace where discrimination, harassment, workplace violence and/or threat of workplace violence are not tolerated;
- c) When encountering behaviour which violates this Standard, immediately advise the individual (where possible) that the behaviour is unwelcomed and must stop immediately.
- d) If the unwelcome behaviour does not stop or you are considering making a Complaint, report the behaviour to a supervisor or manager who will attempt to facilitate an Informal Resolution, if appropriate, as per Section 6.1 of this Standard.
- e) If Informal Resolution is not achieved or is not appropriate, you have the option to make a Complaint as per Section 7.1 of this Standard.

- f) A member of Innu Nation shall be provided with the opportunity to have an Innu Liaison Coordinator to facilitate an Informal Resolution or to make a Complaint.

Managers and Supervisors

Managers and supervisors are responsible for:

- a) Leading by example to ensure our Project is free of discrimination, harassment, workplace violence and/or threat of workplace violence;
- b) Implementing or enforcing this Standard;
- c) Ensuring that all employees they supervise have knowledge of and understand this Standard;
- d) Ensuring the work environment they supervise is free from discrimination, harassment, workplace violence or the threat of workplace violence and is a respectful workplace; and
- e) When observing or encountering behaviour which violates this Standard, immediately advise the individual (where possible) that such behaviour is unacceptable and must stop immediately.
- f) Advise the person whom you have observed being subject to behaviour which violates this Standard, of that person's rights under this Standard, including the option of attempting Informal Resolution as per Section 6.1 or making a complaint as per Section 7.1.

Contractor Responsibility

Contractors are responsible to:

- a) Adopt this Standard as their Respectful Workplace Policy ;
- b) Ensure all employees have knowledge of and understand this Standard,
- c) Upon a Contractor's Employee reporting a potential Complaint to a supervisor or manager, such supervisor or manager shall discuss with the Employee, where appropriate, the option of attempting Informal Resolution as per Section 6.1.
- d) Where Informal Resolution is not appropriate or unsuccessful, the supervisor or manager shall discuss with the Employee the option of making a Complaint as per Section 7.1 of this Standard.
- e) Document all written Complaints as per Section 7.1. Provide a copy of such Complaint to Lower Churchill Management Corporation no later than twenty-four (24) hours after receipt;
- f) Upon receipt of a written Complaint, or being made aware of a potential Complaint, the Contractor must determine the following:
 - 1) If it is appropriate to separate the Complainant and the Respondent;
 - 2) Have the Respondent off work on administrative leave pending the outcome of the investigation; or

- 3) Such other action the Contractor deems appropriate in the circumstances.
- g) Appoint an impartial investigator to investigate the Complaint.
- h) Within 48 hours of the completion of the investigation process, provide a copy of the Investigator's Report to Lower Churchill Management Corporation, including the recommended remedies or corrective action(s) as per Section 8 of this Standard;
- i) For a member of Innu Nation involved in a Complaint, either as a Complainant, Respondent, or witness, he/she will be provided with the opportunity to have an Innu Liaison Coordinator available to provide translation and/or assistance.

Complainant's Obligations

Once a Complaint is made, the Complainant agrees to cooperate in any investigation being conducted under Section 8 of this Standard.

Respondent's Obligations

The Respondent to any Complaint shall cooperate in the investigation process conducted as per Section 8 of this Standard.

What You Do If You Are Subject to Harassment or Discrimination

When encountering behaviour which you believe violates this Standard:

- a) Take steps to address/end the behavior either by immediately telling the person that the behaviour is unwelcome and asking him/her to stop, or by using the informal Resolution process described in section 6 or the formal complaint process in Section 7;
- b) Immediately advise your supervisor; and
- c) If the conduct persists, prepare written documentation of the dates and details of the concerns and any steps taken to communicate or address the concerns.

When bringing the issue to the attention of Human Resources / Labour Relations Manager or an independent investigator, you should provide this documentation.

Informal Resolution

Informal Resolution Prior to a Written Complaint

The best outcome is often an informal resolution without resorting to a written Complaint and/or a formal investigation process. Any resolution which results in the behaviour ending and the parties being able to work together comfortably is often the best outcome. The Informal Resolution process is as follows:

- a) Have consultation with your immediate supervisor, manager, member of the Human

- Resources Department to determine if it is appropriate to attempt an Informal Resolution through dialogue with the person alleged to have violated this Standard;
- b) Any Informal Resolution must have the support of the person considering making a Complaint.
 - c) A member of Innu Nation shall be provided with the opportunity to have an Innu Liaison Coordinator to provide translation or otherwise assist in the Informal Resolution process.

Informal Resolution after a Written Complaint is made

- a) Where Informal Resolution is not achieved or is not appropriate, the Complainant alleging a violation of this Standard has the option to proceed with a written Complaint. After a complaint is made, the investigator, where appropriate, will endeavor to achieve an Informal Resolution through dialogue with the Respondent and Complainant. Any Informal Resolution must have the support of the Complainant.

How to Make a Complaint of Harassment, Discrimination, Violence or Threat of Violence

A Written Complaint

- a) Will be made with the assistance of any of the following:
 - 1) Immediate supervisor, where appropriate;
 - 2) Human Resources; or
 - 3) Any manager of your Employer.
 - 4) A member of Innu Nation shall be provided the opportunity to have assistance from an Innu Liaison Coordinator in preparing a written Complaint.
- b) The Complaint shall be signed by the Complainant and shall include the following:
 - 1) The name of the person alleged to have engaged in behaviour which violates this Standard;
 - 2) The date, time and location of the incident(s);
 - 3) A detailed description of the incident(s) and/or circumstances of the incident(s);
 - 4) Copies of any relevant documents or drawings (electronic or hard copy);
 - 5) Names of potential witnesses; and
 - 6) Any other relevant information.

Time Limits on Making a Complaint

The Complaint should be made as soon as possible but no later than 30 days from the date of the violation of this Standard unless there are exceptional circumstances which prevent the Complainant from making the Complaint within 30 days. The timeliness in filing the Complaint protects the rights of the Complainant and the Respondent and the integrity of the investigation.

Investigation Process

Who Should Conduct Investigation and When

Within two (2) days, if practical, and no later than seven (7) days upon receiving a Complaint, an impartial investigator shall be appointed by a senior manager of the Contractor or a representative of the Human Resources Department of the Contractor. In cases involving employees of more than one employer, Lower Churchill Management Corporation will appoint an independent investigator.

When is an Independent Investigator Appropriate?

Where the Contractor determines a senior management person or representative of the Human Resources Department is not able to conduct an impartial investigation, a qualified

independent investigator may be appointed to conduct the investigation.

Steps of the Investigation Process

- a) The steps of the Investigation Process will be as follows:
 - 1) Review Complaint and supporting documentation;
 - 2) Interview Complainant to review the Complaint, obtain further relevant facts, documents, the reason for making complaint, desired resolution of complaint, names of other witnesses, or any other relevant information or materials. The interview process must be documented;
 - 3) Interview Respondent to review allegations, ensure fully aware of allegations, obtain Respondent's version of the events relating to allegations, provide opportunity to respond to all the allegations, obtain names of witnesses, copy of documents or any other relevant information. The interview process will be documented.
 - 4) Obtain all relevant documents (electronic, email, facebook), written or electronic, from all sources (example, email, social media, facebook, etc.);
 - 5) Meet with each witness to obtain all relevant facts, documents, names of

- other witnesses or any relevant documents. Witness statements must be documented;
- 6) Such other actions the investigator deems appropriate to complete the investigation including further interviews of the Complainant or Respondent, where appropriate, to obtain further information or clarifications.
 - b) The investigator will submit an Investigator's Report within seven (7) days of being appointed, if practical, documenting the findings.
 - c) In the event the Complainant, Respondent or any witness is a member of Innu Nation, such person shall be provided the opportunity to have the Innu Liaison Coordinator available to provide translation or assistance during any interview.

Appropriate Remedy

- a) A senior manager designated by the Contractor will, upon reviewing the Investigator's Report, determine the appropriate corrective action(s) as per Section 10.
- b) In the case of an Investigator's Report rendered by Lower Churchill Management Corporation, a senior management person designated by Lower Churchill Management Corporation will determine the appropriate corrective action(s) as per Section 11.

Informing Complainant and Respondent of Outcome of Investigation

- a) When the outcome of the investigation has been decided, the Complainant and the Respondent shall be informed of the findings in the following sequence:
 - i. First inform the Complainant of the investigation findings; and
 - ii. Then inform the Respondent of the investigation findings and any corrective or other action(s) to be taken.
- b) Where the resolution of the Complaint requires disciplinary action against a member of the bargaining unit, the union must be provided with a copy of any discipline notation.
- c) In the event the Complainant or Respondent is a member of Innu Nation, such person shall be provided the opportunity to have the Innu Liaison Coordinator available to provide translation or assistance during any meeting.

Confidentiality

All parties involved in investigations of complaints of discrimination, harassment, workplace violence and/or threat of workplace violence will be treated with the strictest of confidence. Such complaints will be investigated or resolved with the persons deemed necessary

to carry out the investigation. The names of the individuals involved and the circumstances will only be divulged if necessary for the purposes of investigating the complaint, if required by law, or pursuant to section 4.4 of this Standard.

Breaching confidentiality may jeopardize the investigation and accordingly, all parties involved in the investigation must maintain confidentiality and not divulge information about the investigation in any way, including but not limited to media, social media, and electronic communication of any type or in any other way.

LCP Contractor Remedies under this Standard

Appropriate action to be taken by a Contractor against any employee found to have violated this Standard may include but is not limited to and not necessarily in the following order:

- a. Written reprimand;
- b. Attendance at Respectful Workplace Training;
- c. Attendance at Cultural and/or Gender Sensitivity Training;
- d. A suspension without pay;
- e. A transfer if the persons involved cannot continue working together; and
- f. Termination of employment.

Lower Churchill Management Corporation Role and Remedies under this Standard

Amend Standard

Lower Churchill Management Corporation reserves the right, at its sole discretion, to amend this Standard at any time.

Lower Churchill Management Corporation Investigation When Complaint Involves Two Different Contractors

Should the Complainant be employed by a different Contractor than the Respondent, Lower Churchill Management Corporation will conduct the investigation unless Lower Churchill Management Corporation directs otherwise. Should either Contractor object to Lower Churchill Management Corporation conducting the investigation, a qualified independent investigator will be appointed to conduct the investigation and the party raising the objection will pay the cost of the independent investigator.

Lower Churchill Management Corporation Investigation

Lower Churchill Management Corporation, at its discretion, may investigate any Complaint made under this Standard to Lower Churchill Management Corporation or any Complaint

submitted to a Contractor under this Standard. Should the Contractor employing the Complainant and the Respondent object to Lower Churchill Management Corporation conducting an investigation, a qualified investigator will be appointed and the Contractor will pay the cost of such independent investigator.

Lower Churchill Management Corporation Remedies

Lower Churchill Management Corporation, upon receiving a Complaint, completing an investigation or being notified of the outcome of an investigation or corrective action(s) pursuant to this Standard, may:

- a) Temporarily revoke site access;
- b) Impose any conditions precedent to granting site access;
- c) Permanently deny or revoke site access; or
- d) Any other actions Lower Churchill Management Corporation, in its absolute discretion, deems appropriate.

Lower Churchill Management Corporation Rights as Owner

This Standard does not abridge or restrict or modify Lower Churchill Management Corporation's right as the property Owner of LCP worksites to restrict or deny access to any LCP work site.

Frivolous Complaints or Retaliation for Making Complaints

Unsubstantiated/Unwarranted or Frivolous Complaints

Making a false Complaint, frivolous Complaint or a complaint in bad faith, or knowingly providing false information during a process established pursuant to this Standard is prohibited and will result in discipline up to and including termination by the Contractor and may result in site access being revoked temporarily or permanently at Lower Churchill Management Corporation's absolute discretion.

Unwarranted or frivolous complaints differ from any unsubstantiated Complaints in that unsubstantiated Complaints are made in good faith but insufficient evidence exists to either prove or disprove the veracity of the complaint.

Retaliation

No one shall discipline, retaliate or take reprisal in any way against anyone who in good faith makes a Complaint pursuant to this Standard, or expresses a concern about discrimination, harassment, workplace violence and/or threat of workplace violence, or who has cooperated in an investigation pursuant to this Standard.

Any retaliation against an individual who has made a bona fide Complaint or cooperated in an investigation is strictly prohibited and any individual who engages in such conduct may be subject to discipline up to and including termination and may have their site access revoked temporarily or permanently at Lower Churchill Management Corporation's absolute discretion.

Labour Relations

Labour Relations

The LCP is committed to the creation of a positive project culture and terms and conditions of employment that differentiates the project. In partnership with the union all stakeholders will work together to support the Labour Relations Management Plan which provides the framework for achieving high levels of labour productivity, while fostering a respectful work environment, safety, quality, efficiency and respect for the environment. The focus is on fairness in the relationship between workers, contractors and union through open dialogue, equal treatment, consistent enforcement of rules and respect for each other's requirements.

In partnership with our unions, Project Labour Agreements have been negotiated that support a team based work environment. Adherence to the Project Labour Agreement is expected. This Handbook is not a part of the agreement and no grievances can arise out of this document. You are encouraged to discuss any work related problems or concerns with your supervisor.

Given the large number of employees who will be working on the Project, and to maintain the desired work environment, we have created work standards for site access and related day to day matters.

It is our expectation that contractors will have work rules that meet or exceed the standards listed below.

LCP Site Access

Nalcor, as the Owner, has the right to control access to any LCP site. As such, Nalcor, at its sole discretion, may grant or deny access to any LCP site.

Site Access Card

All personnel granted site access will be issued a picture ID card. All lost or misplaced ID cards must be reported to the Administration Office immediately. If a replacement card is required, there will be a charge for each replacement. When employees leave the site indefinitely or for extended periods (temporary layoffs) the supervisor must ensure that the employee's ID card is returned to the Administration Office. If an employee has forgotten or misplaced their ID card, the employee is required to sign in at Security.

Report to Work Standard

All personnel must sign in and out on a daily basis at the start and end of the shift, as well as any late start or early departure from the Project.

All personnel must arrive at work in a timely manner such that the employee is ready to go to work at the start of the shift. All personnel must leave work in a manner that reflects a time that is either on or after the conclusion of the work shift.

Personnel are not allowed to sign in or out for one another.

Attendance Standard

Personnel are accountable for their attendance and are expected to be at work on time every workday and to complete a full shift.

Absenteeism of three or more consecutive shifts without notification or a reasonable excuse will result in revocation of site access and termination of your employment by your employer, unless there are exceptional mitigating circumstances.

Personal Cell Phones/ Mobile Devices and Internet Usage

Personal cell phones or other mobile devices are not to be used on LCP work sites.

A recreational internet network will be available in the accommodations complex for use during non-work hours, appropriate restrictions will apply. Nalcor offices will have secure internet connection for business use only.

Use of Cameras

No camera use – Photos are not permitted to be taken unless for work related activities. Digital Camera/Video Permits are to be issued to those contractor workers and visitors required to collect photos for work related duties/purposes. Posting pictures of the LCP project areas, including accommodations to social media (i.e., twitter, Facebook, etc.) is prohibited and site privileges can be revoked by the Project Delivery Team.

This policy applies to all project property locations, including the camp accommodations. Permits are required to be signed by the respective LCP Construction Manager or Site Manager and the approval signature for authorization must be obtained by Authorized Project Delivery Personnel. In accordance with the policy, project authorization can be granted by any of the following: Project Site HSSER Manager, Project Site HSSER Coordinator, and Project Site Manager (or designate), Project Deputy Site Manager (or designate), Area Construction Manager (or designate)

The Digital/Camera Permit shall be made readily available for presentation to both Security and Project Delivery Team Personnel in order to control unauthorized usage. Safety/Hazard potential in high risk areas must be taken into

consideration while utilizing digital/video equipment on any LCP site.

A designated escort will be responsible for ensuring that digital equipment/camera equipment is used in accordance with the reason the permit was brought on site.

A progressive disciplinary policy will be enforced upon those who fail to abide by the requirements of this Policy.

All visitors and new employees/contractors are advised of this policy requirement during site orientation. For visitors found violating this policy, it will constitute IMMEDIATE removal from the site. For Employees, Consultants, etc., a violation will result in a formal report to the supervisor and will be subject to the progressive site disciplinary policy.

Smoking

LCP has designated smoking areas for personnel who smoke. All personnel should check with their supervisor and watch the bulletin boards at their location for information on this policy. Whether you are a smoker or non-smoker, respect the rights of your coworkers. All personnel who smoke in non-designated areas may be subject to revocation of site access and discipline by your employer, up to and including termination.

Control of Firearms

Personnel are strictly prohibited from possession or use of firearms or other weapons on the site, even when they possess a legal permit from a governmental body to carry such an item. Weapons may include, but are not limited to, handguns, knives (other than small, personal ones or those used as work tools), explosives and explosive devices and other instruments or materials that could cause harm to another employee, wildlife, or the public. Violation of this standard will result in the revocation of site access and termination of employment by your employer, unless there are exceptional mitigating circumstances.

Counseling and Progressive Discipline Standard

Counseling

Counseling is non-disciplinary and may be utilized by a supervisor when an employee does not meet the expected standard of performance or conduct established by the Contractor or for the Project. This non-disciplinary counseling is to ensure the employee is made aware of what is expected for a standard of performance or conduct and to give the employee the opportunity to modify the behavior. In addition, any counseling will make it clear that similar conduct or behavior may result in discipline up to and including termination.

Progressive Discipline

Progressive discipline may be utilized by a supervisor after an employee has received counseling and the conduct or behavior continues or when the severity of an incident warrants discipline in the first instance.

Discipline is normally carried out in progressive severity and is intended to correct behavior while acting as a deterrent.

The following is the typical sequence of progressive discipline:

Verbal Disciplinary Warning - to be recorded by a contractor and noted in the employee's personnel file; issued when the infraction is of a minor nature and is either the first occurrence of unacceptable behaviour or first occurrence after the employee has been counseled. The employee is to be provided a written confirmation of the verbal disciplinary warning.

Written Disciplinary Warning issued where the first infraction is of a relatively minor nature. It may be a first occurrence of unacceptable behaviour or it may have been brought to the attention of the employee previously, through counseling or through a verbal disciplinary warning.

Suspension – issued when:

The infraction is of a serious nature, even though it may be the first occurrence;

The infraction is of a minor nature but is a continuation of unacceptable behavior, after a written and/or verbal disciplinary.

Termination - issued when:

The infraction is of such a serious nature that employment cannot continue;

The infraction is a final incident in a series of infractions that have been dealt with through one or more steps of progressive discipline.

Factors to Consider:

The steps of progressive discipline may be jumped or accelerated or delayed based on the following:

- Length of service
- Past record
- Severity of the infraction
- Attitude of the employee
- Previous corrective action record
- Other mitigating factors, i.e., provocation.

Investigation - When a supervisor observes or is made aware of conduct or behavior of an

employee that does not meet the accepted standards of performance or conduct established for the Project, the supervisor or a contractor/manager will:

- Conduct an initial investigation of the incident to gather all of the facts. The investigation may include an opportunity for the employee to provide the facts as the employee sees them. It should also provide an opportunity for the employee union representative, when requested to be involved.
- Innu employees will also have the access to support of the Innu liaison person and other supports provided for in the IBA.

After the Contractor's supervisor has gathered information on the circumstances surrounding the infraction and reviewed the personnel file, the supervisor will communicate the level of discipline to the employee, including a copy of the written documentation.

LCP Site Work Rules

For all individuals working on the site, a basic set of rules have been developed to govern daily activities. While various rules are listed throughout the handbook, particular attention should be paid to the violations listed below, which will lead to the denial or revocation of site

access and termination of your employment by your employer, unless there are exceptional mitigating circumstances.

The following list provides examples and is not exclusive:

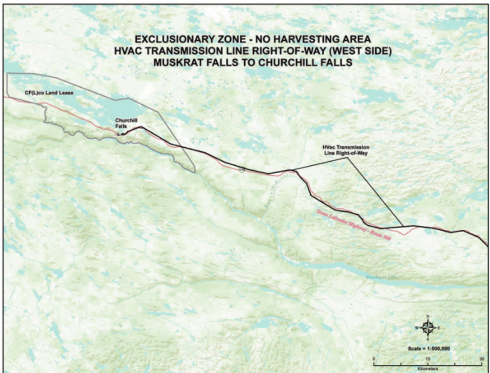
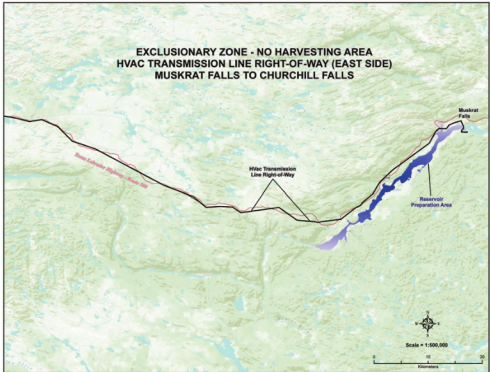
- Violation of safety absolutes;
- Disregard for safety rules;
- Non-compliance with the Lower Churchill Project Standard for Drug and Alcohol, including but not limited to:
 - Reporting for work under the influence of alcohol or illegal drugs;
 - Possession of alcohol, illegal drugs or illegal drug paraphernalia;
 - Distribute, sell or attempt to sell drugs or illegal drug paraphernalia, or engage in unauthorized distribution, offering, or sale of prescription medication;
 - Refusing to submit to a requested just cause or post incident drug and alcohol test;
- Willful damage to equipment;
- Tampering with Safety Devices or Emergency Response Equipment;
- Working without a Construction Specific Permit. (Confined Space Entry, Excavation, Leading Edge/ Open Hole, etc.);
- Theft of property;
- Deliberate falsification of statement, reports or records;

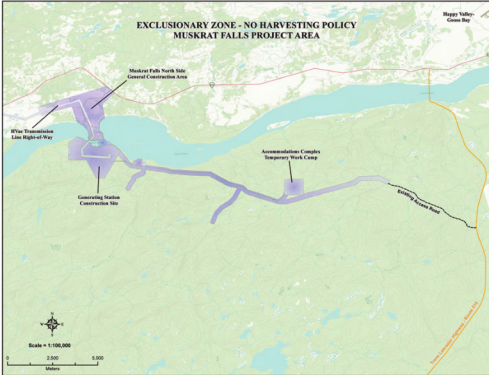
- Failure to submit to requested searches (vehicles, packages and/or personal baggage, including lunch boxes, entering or leaving the Site);
- Fighting or assault;
- Blatant physical or verbal harassment of others in the workplace.
- Card swiping in or out for another individual and time card theft;
- Sleeping on the job during work hours;
- Possession of firearms, lethal weapons, ammunition or explosives on the site
- Insubordination;
- Absenteeism of three (3) consecutive shifts without notification;
- Serious harassment, sexual or any other form.

The following are examples that may lead to revocation of site access and discipline by your employer up to and including termination:

- Hunting, fishing, trapping, collecting firewood or picking berries, whether on or off duty, at any time within the project area at any LCP work site and/or support infrastructure;
- Personal cell phones or other mobile devices, unless authorized;
- Abusive language, verbal threats, or intimidation of any employee;
- Failure to report job related injuries or illnesses.

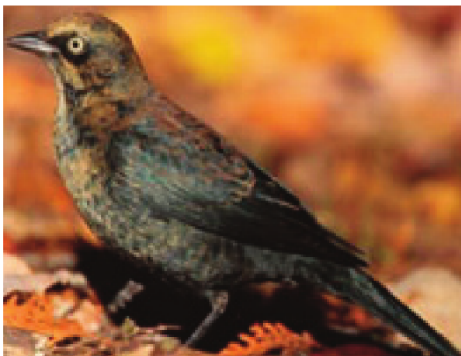
11.0 Attachments







Harlequin Duck



Rusty blackbird



Osprey



Olive-sided flycatcher



Caribou



Night hawk



Grey-cheeked thrush

Acknowledgement Form

I have been provided with a copy of the LCP Site Handbook and understand that I am required to read the Handbook and am required to comply with the safety absolutes, rules and other requirements contained in the Handbook.

Signature: _____

Printed Name: _____

Date: _____

Office Location: _____

Signed original is to be retained by the Training Department.

LOWER CHURCHILL PROJECT SITE HANDBOOK

Information in this Site Handbook is proprietary to Nalcor Energy – Lower Churchill Project (LCP). Hard copies of this handbook are not reissued for every update.

Emergency Response

Medical Centre _____

Emergency Response _____

Radio Channels _____

Contact Numbers

Main _____

Security _____

Supervisor Name _____

Supervisor Phone _____

Local Safety Advisor _____

Location of Closest Medical Provider

Location of Emergency Muster Station





 **nalcor**
energy
LOWER CHURCHILL PROJECT

Nalcor Energy
Lower Churchill Project



RESPECTFUL WORKPLACE STANDARD

LCP-PT- MD-0000-HR-SD-0002-01

<p>Comments: The following sections of the LCP Respectful Workplace Standard have been updated.</p> <ul style="list-style-type: none"> Section 2 Application Section 3.2 Informal Resolution Section 4 Responsibility Under Standard Section 5 What you do if you are subject to Harassment or Discrimination Section 6 Information Resolution Section 7 How to make a Complaint, Time Limits on making a Complaint Section 8 Investigation Process Section 9 Confidentiality Section 11 LCMC Role and Remedies under this Standard 	<p>Total # of Pages: (Including Cover): 17</p>
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Status / Revision	Date	Reason for Issue	Prepared by	Functional Manager Approval	Quality Assurance Approval	General Project Manager Approval
B2	15 June / 2015	Re-issued for Use	<i>F. Cornick/D. Clark</i> F. Cornick/D. Clark	<i>Brian Crawley</i> Brian Crawley	<i>David Green</i> David Green	<i>Paul Hartington</i> Paul Hartington, Project Director
B1	16-Sep-2013	Issue for Use	F. Cornick/ D. Clark	Brian Crawley	David Green	Ron Power

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1.0 Purpose

The Lower Churchill Project (“LCP”) is committed to maintaining a safe, healthy and productive work environment where all persons attending LCP worksites are valued and treated with respect and dignity. This Respectful Workplace Standard (“Standard”) is intended to support a work environment free of discrimination, harassment, workplace violence and/or threat of workplace violence. All persons engaged in work on the LCP are expected to lead by example to ensure our Project is free of discrimination, harassment, workplace violence and/or threat of workplace violence. This Standard provides guidelines for Lower Churchill Management Corporation and our Contractors to respond quickly and fairly with any incidents reported under this Standard.

This Standard supports our Project values:

Open Communication: Fostering an environment where information moves freely in a timely manner.

Accountability: Holding ourselves responsible for our actions and performance.

Safety: Relentless commitment to protecting ourselves, our colleagues and our community.

Honesty and Trust: Being sincere in everything we say and do.

Team Work: Sharing our ideas in an open and supportive manner to achieve excellence.

Respect and Dignity: Appreciating the individuality of others by our words and actions.

Leadership: Empowering individuals to help guide and inspire others.

2.0 Application

This Standard applies to all employees and consultants of Lower Churchill Management Corporation, LCP Contractors and any other parties engaged in or performing work on any LCP Worksite.

This Standard applies to visitors, vendors, suppliers, Contractors and consultants attending any LCP Worksite.

All Contractors working on the LCP are required to utilize this Respectful Workplace Standard as their Policy.

3.0 Definitions of Workplace Discrimination, Harassment, Violence and Other Terms

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3.1 Discrimination, Harassment, Workplace Violence

The definition of discrimination, harassment, workplace violence and/or threat of workplace violence and examples of what is not harassment are as follows:

a) Discrimination

Any action, inaction or behaviour which negatively affects the status of an employee, or the unequal treatment of an employee or harassment on the basis of prohibitive grounds as defined under *Human Rights Act, 2010*, SNL2010 CHAPTER H-13.1, s. 9 (i) and s. 14 (i) including race, religion, religious creed, political opinion, source of income, color, nationality, ethnic origin, social origin, sex, sexual orientation, marital status, family status, disfigurement, disability, age and conviction of a criminal offence unrelated to employment.

b) Harassment

Harassment is any form of conduct that is known or reasonably ought to have been known to:

- i. Create an intimidating, hostile or offensive work environment;
- ii. Be objectionable or offensive behaviour that is unwelcome;
- iii. Adversely affect an individual's employment relationship or work performance; or
- iv. Deny an individual dignity and self-respect.

c) Sexual Harassment

Any conduct, comment, gesture, or contact of a sexual nature, whether one-time or on a continuous basis that:

- i. Might reasonably be expected to cause offense or humiliation;
- ii. Is known or ought to reasonably be known as unwelcome;
- iii. Is made to an individual by another individual where the other individual is in a position to confer a benefit on or deny a benefit to, the individual to whom the solicitation or advance is made, where the individual who makes the solicitation or advance knows or reasonably ought to know that it is unwelcome;
- iv. Is a retaliation or threat of retaliation against an individual for rejecting a sexual solicitation or advance; or
- v. Might reasonably be perceived as placing a condition on employment or opportunity for training, promotion or career development.

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d) Workplace Violence and/or Threat of Workplace Violence

Any inappropriate physical contact or action, or threat of inappropriate physical contact or action that would result in pain and/or suffering to an individual. This includes behaviour that would be interpreted by a reasonable person as a substantial threat to harm another person, or endanger the safety or wellbeing of another person, as well as any aggressive or bullying behaviour that is intended to cause emotional or physical distress to a person.

v. Examples of Discrimination, Harassment, Sexual Harassment, Workplace Violence and/or Threat of Workplace Violence

Discrimination, harassment, sexual harassment, workplace violence or threat of workplace violence can take many forms including but not limited to jokes, insults, threats, personal comments or innuendoes made verbally or by other means, including but not limited to, writing, graphic materials, email, social media, posted or displayed on the internet or by other electronic means. The following are some examples:

- i. Posters, pictures, graffiti or derogatory statements;
- ii. Insults, slurs and negative stereotyping;
- iii. Threatening, intimidating and hostile acts;
- iv. Written or graphic material that denigrates or shows hostility towards an individual or group;
- v. Touching, pushing, pinching, or any unwelcome physical contact including but not limited to physical assault, offensive comments, leering or similar gestures; and
- vi. Profanity and offensive language; verbal and physical threats or assault; intimidation; taunting or ostracizing; rude or inappropriate jokes or innuendos; overly aggressive, embarrassing, humiliating or demeaning behaviour; and malicious gestures or action.

vi. What Harassment is Not

Examples of what is not harassment or behaviour that violates this Standard are the following:

- i. Chit-chat or good-natured jesting when both parties find the conduct acceptable;
- ii. An occasional compliment or remark;
- iii. Workplace flirtation when it is a voluntary relationship to which neither objects;

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- iv. Normal exercise of supervisory responsibilities including training, counselling and discipline or a particular supervisory style; and
- v. Personality differences between people.

3.2 Informal Resolution

- a) A potential Complaint that is resolved by direct interpersonal negotiations or mediation with the help of a supervisor or a Human Resource manager which results in the behaviour ending and the parties being able to work together comfortably as per Section 6.1 of this Standard.
- b) A Complaint which is resolved by direct interpersonal negotiations or mediation by a third party mediator or an Investigator prior to the issuance of an Investigator's Report.

3.3 Investigator's Report

The formalized report of the investigation process of the Complaint as per Section 8.4 of this Standard.

3.4 Complaint

A written Complaint made by the Complainant under Section 7.1(a) of this Standard, containing the particulars of the Complaint as set out in Section 7.1(b) of this Standard.

3.5 Complainant

The person making a Respectful Workplace Complaint.

3.6 Contractor

Any Contractor engaged by Lower Churchill Management Corporation or any Subcontractor engaged by Lower Churchill Management Corporation or any Subcontractor engaged by a Contractor to carry out work on the LCP.

3.7 Innu Liaison Coordinator

A Lower Churchill Management Corporation or Contractor team member who provides any Innu workers on site, translation and acts as a facilitator for work related issues and other forms of assistance.

3.8 Investigator

The individual appointed to investigate the Complaint.

3.9 Respondent

The person accused of violating the Respectful Workplace Standard by the Complainant.

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3.10 LCP

The Lower Churchill Project.

3.11 LCP Worksite

Means any property, facility or space utilized by the LCP and includes but is not limited to physical worksites, lunchrooms, workspaces, offices, kiosks, meeting rooms, Lower Churchill Management Corporation or Contractor vehicles, buses, cafeterias, accommodations complexes, training sessions, Lower Churchill Management Corporation or Contractor sponsored voluntary events and/or Contractors sponsored social gatherings related to LCP.

4.0 Responsibility under Standard

4.1 Obligation of All Persons

Discrimination, harassment, sexual harassment, workplace violence or threat of workplace violence at any LCP Worksite or arising from working at an LCP Worksite is strictly prohibited.

4.2 Individual Responsibility

All individuals are responsible for:

- a) Abiding by this Standard;
- b) Fostering a respectful workplace where discrimination, harassment, workplace violence and/or threat of workplace violence is not tolerated;
- c) When encountering behaviour which violates this Standard, immediately advise the individual (where possible) that the behaviour is unwelcomed and must stop immediately.
- d) If the unwelcome behaviour does not stop or you are considering making a Complaint, report the behaviour to a supervisor or manager who will attempt to facilitate an Informal Resolution, if appropriate, as per Section 6.1 of this Standard.
- e) If Informal Resolution is not achieved or is not appropriate, you have the option to make a Complaint as per Section 7.1 of this Standard.
- f) A member of Innu Nation shall be provided with the opportunity to have an Innu Liaison Coordinator to facilitate an Informal Resolution or to make a Complaint.

4.3 Managers and Supervisors

Managers and supervisors are responsible for:

- a) Leading by example to ensure our Project is free of discrimination, harassment, workplace violence and/or threat of workplace violence;

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- b) Implementing or enforcing this Standard;
- c) Ensuring that all employees they supervise have knowledge of and understand this Standard;
- d) Ensuring the work environment they supervise is free from discrimination, harassment, workplace violence or the threat of workplace violence and is a respectful workplace; and
- e) When observing or encountering behaviour which violates this Standard, immediately advise the individual (where possible) that such behaviour is unacceptable and must stop immediately.
- f) Advise the person whom you have observed being subject to behaviour which violates this Standard, of that person's rights under this Standard, including the option of attempting Informal Resolution as per Section 6.1 or making a complaint as per Section 7.1.

4.4 Contractor Responsibility

Contractors are responsible to:

- a) Adopt this Standard as their Respectful Workplace Policy ;
- b) Ensure all employees have knowledge of and understand this Standard,
- c) Upon a Contractor's Employee reporting a potential Complaint to a supervisor or manager, such supervisor or manager shall discuss with the Employee, where appropriate, the option of attempting Informal Resolution as per Section 6.1.
- d) Where Informal Resolution is not appropriate or unsuccessful, the supervisor or manager shall discuss with the Employee the option of making a Complaint as per Section 7.1 of this Standard.
- e) Document all written Complaints as per Section 7.1. Provide a copy of such Complaint to Lower Churchill Management Corporation no later than twenty-four (24) hours after receipt;
- f) Upon receipt of a written Complaint, or being made aware of a potential Complaint, the Contractor must determine the following:
 - i. If it is appropriate to separate the Complainant and the Respondent;
 - ii. Have the Respondent off work on administrative leave pending the outcome of the investigation; or
 - iii. Such other action the Contractor deems appropriate in the circumstances.
- g) Appoint an impartial investigator to investigate the Complaint.
- h) Within 48 hours of the completion of the investigation process, provide a copy of the Investigator's Report to Lower Churchill Management Corporation, including

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the recommended remedies or corrective action(s) as per Section 8 of this Standard;

- i) For a member of Innu Nation involved in a Complaint, either as a Complainant, Respondent, or witness, he/she will be provided with the opportunity to have an Innu Liaison Coordinator available to provide translation and/or assistance.

4.5 Visitors, Vendors, Suppliers, Contractors and Consultants

Visitors, vendors, suppliers, Contractors and consultants are responsible for complying with this Standard.

4.6 Complainant's Obligations

Once a Complaint is made, the Complainant agrees to cooperate in any investigation being conducted under Section 8 of this Standard.

4.7 Respondent's Obligations

The Respondent to any Complaint shall cooperate in the investigation process conducted as per Section 8 of this Standard.

5.0 What You Do If You Are Subject to Harassment or Discrimination

5.1 When encountering behaviour which you believe violates this Standard:

- a) Take steps to address/end the behavior either by immediately telling the person that the behaviour is unwelcome and asking him/her to stop, or by using the informal Resolution process described in section 6 or the formal complaint process in Section 7;
- b) Immediately advise your supervisor; and
- c) If the conduct persists, prepare written documentation of the dates and details of the concerns and any steps taken to communicate or address the concerns. When bringing the issue to the attention of Human Resources / Labour Relations Manager or an independent investigator, you should provide this documentation.

6.0 Informal Resolution

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6.1 Informal Resolution Prior to a Written Complaint

The best outcome is often an **informal resolution without resorting to a written Complaint and/or a formal investigation process**. Any resolution which results in the behaviour ending and the parties being able to work together comfortably is often the best outcome. The Informal Resolution process is as follows:

- a) Have consultation with your immediate supervisor, manager, member of the Human Resources Department to determine if it is appropriate to attempt an Informal Resolution through dialogue with the person alleged to have violated this Standard;
- b) Any Informal Resolution must have the support of the person considering making a Complaint.
- c) A member of Innu Nation shall be provided with the opportunity to have an Innu Liaison Coordinator to provide translation or otherwise assist in the Informal Resolution process.

6.2 Informal Resolution after a Written Complaint is made

- a) Where Informal Resolution is not achieved or is not appropriate, the Complainant alleging a violation of this Standard has the option to proceed with a written Complaint. After a complaint is made, the investigator, where appropriate, will endeavour to achieve an Informal Resolution through dialogue with the Respondent and Complainant. Any Informal Resolution must have the support of the Complainant.

7.0 How to Make a Complaint of Harassment, Discrimination, Violence or Threat of Violence

7.1 A Written Complaint

- a) will be made with the assistance of any of the following:
 - i. Immediate supervisor, where appropriate;
 - ii. Human Resources; or
 - iii. Any manager of your Employer.
 - iv. A member of Innu Nation shall be provided the opportunity to have assistance from an Innu Liaison Coordinator in preparing a written Complaint.
- b) The Complaint shall be signed by the Complainant and shall include the following:
 - i. The name of the person alleged to have engaged in behaviour which violates this Standard;
 - ii. The date, time and location of the incident(s);

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- iii. A detailed description of the incident(s) and/or circumstances of the incident(s);
- iv. Copies of any relevant documents or drawings (electronic or hard copy);
- v. Names of potential witnesses; and
- vi. Any other relevant information.

7.2 Time Limits on Making a Complaint

The Complaint should be made as soon as possible but no later than 30 days from the date of the violation of this Standard unless there are exceptional circumstances which prevent the Complainant from making the Complaint within 30 days. The timeliness in filing the Complaint protects the rights of the Complainant and the Respondent and the integrity of the investigation.

7.3 Complainant's Rights

Nothing in this Standard prohibits the Individual their right to report the incident to the police or any other form of authority including the Newfoundland and Labrador Human Rights Commission.

7.4 Respondent's Rights

The Respondent will be provided a copy of the Complaint and be made aware of any other information to support the Complaint that has been provided to the Investigator and will be given a full opportunity to respond to any alleged violations of this Standard during the Investigation Process as per Section 8 of this Standard.

8.0 Investigation Process

8.1 Who Should Conduct Investigation and When

Within two (2) days, if practical, and no later than seven (7) days upon receiving a Complaint, an impartial investigator shall be appointed by a senior manager of the Contractor or a representative of the Human Resources Department of the Contractor. In cases involving employees of more than one employer, Lower Churchill Management Corporation will appoint an independent investigator.

8.2 When is an Independent Investigator Appropriate

Where the Contractor determines a senior management person or representative of the Human Resources Department is not able to conduct an impartial investigation, a qualified independent investigator may be appointed to conduct the investigation.

8.3 Steps of the Investigation Process

- a) The steps of the Investigation Process will be as follows:
 - i. Review Complaint and supporting documentation;

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- ii. Interview Complainant to review the Complaint, obtain further relevant facts, documents, the reason for making complaint, desired resolution of complaint, names of other witnesses, or any other relevant information or materials. The interview process must be documented;
 - iii. Interview Respondent to review allegations, ensure fully aware of allegations, obtain Respondent's version of the events relating to allegations, provide opportunity to respond to all the allegations, obtain names of witnesses, copy of documents or any other relevant information. The interview process will be documented.
 - iv. Obtain all relevant documents (electronic, email, facebook), written or electronic, from all sources (example, email, social media, facebook, etc.);
 - v. Meet with each witness to obtain all relevant facts, documents, names of other witnesses or any relevant documents. Witness statements must be documented;
 - vi. Such other actions the investigator deems appropriate to complete the investigation including further interviews of the Complainant or Respondent, where appropriate, to obtain further information or clarifications.
- b) The investigator will submit an Investigator's Report within seven (7) days of being appointed, if practical, documenting the findings.
 - c) In the event the Complainant, Respondent or any witness is a member of Innu Nation, such person shall be provided the opportunity to have the Innu Liaison Coordinator available to provide translation or assistance during any interview.

8.4 Investigator's Report

- a) The Investigator's Report shall contain the following:
 - i. Identification of the Complainant and Respondent;
 - ii. An overview of the nature of the complaint, when the Contractor was notified, and when Lower Churchill Management Corporation was notified;
 - iii. A review of the Complaint and all relevant information in support of the Complaint;
 - iv. A review of all relevant information provided by witnesses;
 - v. A review of the Respondent's position and all relevant information, including witness statements, in support of the Respondent's position;
 - vi. The results of the investigation including whether or not the Complaint, or any portion of the Complaint, is founded or unfounded; and
 - vii. Any other finding the investigator deems appropriate.

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8.5 Appropriate Remedy

- a) A senior manager designated by the Contractor will, upon reviewing the Investigator's Report, determine the appropriate corrective action(s) as per Section 10.
- b) In the case of an Investigator's Report rendered by Lower Churchill Management Corporation, a senior management person designated by Lower Churchill Management Corporation will determine the appropriate corrective action(s) as per Section 11.

8.6 Informing Complainant and Respondent of Outcome of Investigation

- a) When the outcome of the investigation has been decided, the Complainant and the Respondent shall be informed of the findings in the following sequence:
 - i. First inform the Complainant of the investigation findings; and
 - ii. Then inform the Respondent of the investigation findings and any corrective or other action(s) to be taken.
- b) Where the resolution of the Complaint requires disciplinary action against a member of the bargaining unit, the union must be provided with a copy of any discipline notation.
- c) In the event the Complainant or Respondent is a member of Innu Nation, such person shall be provided the opportunity to have the Innu Liaison Coordinator available to provide translation or assistance during any meeting.

9.0 Confidentiality

All parties involved in investigations of complaints of discrimination, harassment, workplace violence and/or threat of workplace violence will be treated with the strictest of confidence. Such complaints will be investigated or resolved with the persons deemed necessary to carry out the investigation. The names of the individuals involved and the circumstances will only be divulged if necessary for the purposes of investigating the complaint, if required by law, or pursuant to section 4.4 of this Standard. Breaching confidentiality may jeopardize the investigation and accordingly, all parties involved in the investigation must maintain confidentiality and not divulge information about the investigation in any way, including but not limited to media, social media, and electronic communication of any type or in any other way.

10.0 LCP Contractor Remedies under this Standard

Appropriate action to be taken by a Contractor against any employee found to have violated this Standard may include but is not limited to and not necessarily in the following order:

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- a) Written reprimand;
- b) Attendance at Respectful Workplace Training;
- c) Attendance at Cultural and/or Gender Sensitivity Training;
- d) A suspension without pay;
- e) A transfer if the persons involved cannot continue working together; and
- f) Termination of employment.

11.0 Lower Churchill Management Corporation Role and Remedies under this Standard

11.1 Amend Standard

Lower Churchill Management Corporation reserves the right, at its sole discretion, to amend this Standard at any time.

11.2 Lower Churchill Management Corporation Investigation When Complaint Involves Two Different Contractors

Should the Complainant be employed by a different Contractor than the Respondent, Lower Churchill Management Corporation will conduct the investigation unless Lower Churchill Management Corporation directs otherwise. Should either Contractor object to Lower Churchill Management Corporation conducting the investigation, a qualified independent investigator will be appointed to conduct the investigation and the party raising the objection will pay the cost of the independent investigator.

11.3 Lower Churchill Management Corporation Investigation

Lower Churchill Management Corporation, at its discretion, may investigate any Complaint made under this Standard to Lower Churchill Management Corporation or any Complaint submitted to a Contractor under this Standard. Should the Contractor employing the Complainant and the Respondent object to Lower Churchill Management Corporation conducting an investigation, a qualified investigator will be appointed and the Contractor will pay the cost of such independent investigator.

11.4 Lower Churchill Management Corporation Remedies

Lower Churchill Management Corporation, upon receiving a Complaint, completing an investigation or being notified of the outcome of an investigation or corrective action(s) pursuant to this Standard, may:

- a) Temporarily revoke site access;
- b) Impose any conditions precedent to granting site access;
- c) Permanently deny or revoke site access; or
- d) Any other actions Lower Churchill Management Corporation, in its absolute discretion, deems appropriate.

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11.5 Lower Churchill Management Corporation Rights as Owner

This Standard does not abridge or restrict or modify Lower Churchill Management Corporation's right as the property Owner of LCP worksites to restrict or deny access to any LCP work site.

12.0 Frivolous Complaints or Retaliation for Making Complaints

12.1 Unsubstantiated/Unwarranted or Frivolous Complaints

Making a false Complaint, frivolous Complaint or a complaint in bad faith, or knowingly providing false information during a process established pursuant to this Standard is prohibited and will result in discipline up to and including termination by the Contractor and may result in site access being revoked temporarily or permanently at Lower Churchill Management Corporation's absolute discretion.

Unwarranted or frivolous complaints differ from any unsubstantiated Complaints in that unsubstantiated Complaints are made in good faith but insufficient evidence exists to either prove or disprove the veracity of the complaint.

12.2 Retaliation

No one shall discipline, retaliate or take reprisal in any way against anyone who in good faith makes a Complaint pursuant to this Standard, or expresses a concern about discrimination, harassment, workplace violence and/or threat of workplace violence, or who has cooperated in an investigation pursuant to this Standard.

Any retaliation against an individual who has made a bona fide Complaint or cooperated in an investigation is strictly prohibited and any individual who engages in such conduct may be subject to discipline up to and including termination and may have their site access revoked temporarily or permanently at Lower Churchill Management Corporation's absolute discretion.

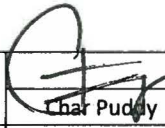



Lower Churchill Management Corporation



DRUG AND ALCOHOL STANDARD

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<p>Comments:</p> <p>See Revisions indicated on Page 2 of this document, "Major Changes to D & A Standard"</p>	<p>Total # of Pages: (Including Cover): 54</p>
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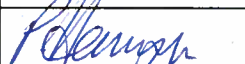
B4	09-May-2016	Issued for Use	 Char Puddy	 Dave Riffe	 Dave Green	 Ron Power
B3	09-Sep-2015	Re-Issued for Use	C. Puddy	D. Riffe	D. Green	R. Power
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B1	10-Aug-2013	Issued for Use	C. Roswell	L. Clarke	G. Fleming	Ron Power
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Inter-Departmental / Discipline Approval (where required)

Department	Department Manager Approval	Date
Deputy General Project Manager		3-MAY-2016
	Jason Kean	
Sr. Labour Relations Advisor		3 May 2016.
	David Clark	
Corporate Interface Manager		3 May 2016.
	Brian Crawley	
Project Director		6 May 2016
	Paul Harrington	

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Major Changes to D & A Standard from Sept 2015 Version to April 2016 Version

1. Throughout Document

- a) Removal of the word “Policy” throughout the document – avoids confusion with Nalcor Corporate’s policy and ensures consistent reference to LCMC’s D & A Standard.
- b) Removal of the word “impairment” and replaced with “inability to work safely because of the use of drugs or alcohol”
- c) Replacement and use of the term “addiction or dependence” versus “a substance use or abuse problem.”
- d) Ensured consistent reference to “follow-up drug and alcohol testing for a minimum of six (6) times in twelve months.

2. Section 1 – Purpose

- 1.2 Objectives – removed the paragraph related to contractor requirements – *see scope*

3. Section 2 – Scope

- Relocated Contractor section here instead of under Section 1 – Purpose

4. Section 4 – Definitions - added the following definitions

- a) Drug
 - b) Drug Paraphernalia
 - c) Laboratory
 - d) Medical Review Officer (MRO)
 - e) Prescription and non-prescription drug
 - f) Project Delivery Team (PDT) Members
- Revised Definition “Substance Abuse Expert/Professional (SAE/SAP)” The underlined sections have been added to the existing definition: “who assesses Workers who have sought assistance or violated a drug and alcohol ..., and makes a determination of a substance addiction or dependency, or lack thereof,

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and where an addiction ... makes recommendations concerning education, treatment, follow-up evaluation, follow up testing, return to work conditions and aftercare.

5. Section 6 – References

- Removal of the reference to the Canadian Model from the COAA

6. Section 7 – Work Rules

- 7.1 Workers or visitors
 - Revised opening narrative include reference to **any accommodation complex on Site**
 - Removed reference to Muskrat Falls specifically
 - Added **“or operating or being in care or control of a vehicle provided by LCMC”**
- Under 7.1 a) Use and 7.1 e) Possess, offer for sale, or otherwise provide
 - Alcohol – added **“except in any accommodation complex where alcohol *use* is authorized in writing by LCMC;”**
- Under 7.1 e) Possess, offer for sale, or otherwise provide
 - Alcohol – added **“except in any accommodation complex where alcohol *possession* is authorized in writing by LCMC;”**
- Table 1:
 - Included all opiates in one “box” except for oxycodone, which is a separate test
 - Reduced the testing level for all opiates to 300ng/ml
- 7.2 d)
 - Revised Worker responsibility for identification to **“before travelling to Site and if on Site before starting to work on Site”**
 - Expanded required in a medical certification.

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7. Section 8 – Self Help 8.2

- Under a) added the requirement of taking all necessary steps to ensure the Worker is not a safety risk to themselves or others
- Under b) added the requirement for when a co-worker is requested to help that they must inform a supervisor or manager
- Under c) added the requirement for the supervisor or manager to
 - i. Ensure the Worker is Fit For Duty and not a safety risk
 - ii. Require the Worker to have an assessment by an SAE/SAP
 - iii. Require the Worker to be tested
 - iv. Advise the Worker that failure to have an assessment or be tested may result in discipline up to and including termination and site access revocation
- Under d) a Worker receiving treatment for addiction added:
 - i. Must agree to an assessment by an SAE/SAP or provide proof of a professional assessment by an SAE/SAP
 - ii. Remain available for contact by an SAE/SAP
 - iii. New last paragraph – added that if the Worker is:
 - not available for contact by an SAE/SAP within 10 days, or
 - does not provide confirmation that they are enrolled in a recognized addiction treatment program
 - they may be disciplined up to and including termination and have site access revoked.
- Under e) added that the cost of any addiction treatment is the responsibility of the Worker.
- Added f) that an authorized service provider who determines that a Worker receiving treatment for addiction is not following the requirements of the treatment program and/or deemed to be a risk to themselves or others must inform the DCR/DLCMCR.

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- Under g) opening narrative “will not be disciplined” added inclusion of Site Access revocation, added that discipline will occur if the Worker:
 - Refuses to attend and consent to an assessment by an SAE/SAP
 - Tests positive for drugs and alcohol under any required return-to-work or follow up testing

8. Section 11 – Requirements for Drug and Alcohol Testing Programs

- Divided into separate sections – 11.1 Alcohol Testing and 11.2 Drug Testing
- 11.2 a) added the underlined wording to the first sentence “LCMC requires urine drug testing to be conducted in accordance with the standards and procedures of the United States Department of Transportation (US DOT) Workplace Drug and Alcohol Testing Programs and by laboratories certified under the ...”
- 11.2 a) clarified wording to reference urine drug testing by labs certified under SAMSHA which is part of the US Dept. of Health and Human Services.
- Drug Testing:
 - a) Identifies urine sample requirement (removed oral fluid sampling)
 - Removed Third Party Administrator (TPA) requirement – enabling each employer to have in-house or contracted collectors
 - b) Confirms lab analysis screen and confirmation testing
 - b) Identifies acceptance of urine Point of Collection Testing (POCT) as a risk assessment tool for determining if a worker can return to work in situations of reasonable cause and post incident/near miss testing.
 - b) Confirms POCT devices must be provided by an accredited lab and test for the drugs and levels identified in the Standard, to the extent possible with available technology.
 - b) Identifies that non-negative POCTs must be sent chain of custody to a lab for a screen of all the drugs in the Standard’s drug panel, and confirmation testing for any positive screen result.

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9. Section 12 – Drug and Alcohol Test Results

- 12.1.1 a) Worker Consent - Clarification the MRO receives test result from the lab and provides the outcome of those results – not the specifics.
- 12.1.2 Reporting Test Results
 - Under a) Addition of the recommendation of a fitness for duty medical assessment subsequent to a negative test result from a reasonable cause or post incident/near miss test or a safety advisory.
 - Under e) Clarification that test results from return to duty and ongoing follow-up testing after treatment for any contractor worker are provided from both the DCR and the DLCMCR.

10. Section 13 – Consequences for Failure to Comply with the Drug and Alcohol Standard and Work Rules - Addition

- 13.3 (Entirely New Section) Failure to Report Prescription and Non-Prescription Drug Use with Safety Concerns
 - a) non-disclosure before arriving on site or on site before starting work
 - b) a positive test result due to taking a prescription or non-prescription drug
- 13.4 Potential Site Access After Failure to Comply
 - a) Addition of the cost of the assessment as Worker's responsibility
 - b) Addition of the bargaining agent consultation with SAE/SAP, Site Access Admin, DLCMCR/DCR re return-to-work agreement and follow up testing requirement.
 - c) Addition of the cost of the treatment and educational programs as the responsibility of the Worker.
 - i. Addition of the requirement for the Worker to meet with the SAE/SAP for a follow up evaluation to determine successful completion of treatment
 - ii. Addition of the bargaining agent as a recipient of the follow up SAE/SAP report
 - iii. Addition of ongoing unannounced testing re return-to-work

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- iv. iv. Addition of the SAE/SAP report shared with the bargaining agent and others to include the period of unannounced testing, but not the number or frequency of tests.

11. Section 15 - Resource Contact - Addition

- a) Dave Riffe with contact information.

12. Appendix A – Drug and Alcohol Testing Procedures

- Revision of sub-headings under Alcohol Testing:
 - Breath Alcohol Testing Screen (Pg. A-1)
 - Saliva Alcohol Testing Screen (Pg. A-2)
 - Breath Alcohol Testing Confirmation Test (Pg. A-3)
- Removal of Drug Testing – Point of Collection Testing (POCT) – covered in revised Section 11 – Drug Testing
- Removal of Drug Testing – Oral Fluids

13. Appendix B – Substance Abuse Expert/Professional

- Overview and Criteria - Revision of overview (1st paragraph) and criteria (2nd paragraph)
- Assessment:
 - Second Paragraph - Addition of use of psychometric assessment tools, consultation with the medical review officer (MRO) test details and any pertinent medical information disclosed during the MRO's verification interview with the Worker.
 - Third Paragraph - Addition of consultation with relevant health care providers, co-workers, supervisors and managers, family and additional resources to inform the assessment and inclusion of the client's consent form release.
 - After Second Sentence on Page B-2 - Addition of the assessment report to employer
 - Diagnosis/outcome information re function and cognitive abilities, limitations, safety risk, and any accommodation requirements

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- Treatment recommendations re counselling; educational requirements; in-patient and/or out-patient, private or community addiction treatment programs; drug and alcohol testing; additional support resources.
 - Treatment plan with timelines
 - Any additional relevant information
- After Bullet Points on Page B-2 - Addition of providing assessment report regarding Worker addiction or dependency and associated level of assistance required to the employer (DCR and/or DLCMCR), bargaining agent, and case manager where relevant
- Treatment Referral
 - First Paragraph after above heading - Addition of inclusion of recommendations regarding education and treatment programs based on individual client need and geographic availability. Forwarding of treatment plan – added “with client’s consent.”
 - Second Paragraph after above heading - Addition of recommendation regarding formal case management.
 - Last Paragraph on Page B-2 - For ongoing treatment – monthly progress reports to the DCR/DLCMCR.
- Follow-up Evaluation
 - Addition of ability of client to “return to work while undergoing treatment” if SAE/SAP is not deemed to be a safety risk and is committed to following the treatment plan.
 - Addition of the bargaining agent as a recipient of the follow up evaluation report.
 - Addition of the ongoing aftercare and testing requirements at the recommendation of the SAE/SAP.

14. Appendix C – Treatment and Assessment Resources

- Nalcor Energy Occupational Health - Removed reference to Cathy Collins and associated coordinates
- Private Residential Treatment - Added Serenity on the Rock – Shoal Brook, NL

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1 PURPOSE

1.1 INTRODUCTION

At Nalcor Energy, safety is our top priority. We take collective pride in our commitment to ensuring all Workers and Visitors go home safely each and every day.

We are committed to preventing workplace injury and illness, which is achievable through active safety leadership and open reporting. Our safety culture is built on a foundation of learning and engagement, thus ensuring the safety conversation does not stop at the end of the work day. This commitment, combined with the hazardous nature of the work involved in the construction and electricity industry, and other activities involved in the energy sector, provide the foundation for this Drug and Alcohol Standard ("Standard").

Lower Churchill Management Corporation (LCMC), on behalf of Nalcor Energy, is leading the development of the Lower Churchill Project (LCP), which includes the sub-Projects Muskrat Falls Generation, Labrador Island Transmission Link, and the Labrador Transmission Assets.

LCMC is committed to providing a safe workplace for all Workers contributing to the development of the LCP. Industrial construction projects of this magnitude and complexity have the potential of being inherently hazardous places to work. While at Site, Workers will often be working in conditions and around equipment and materials that, if handled without proper planning, care and attention, can pose a threat to the safety of those Workers, as well as the surrounding workforce.

The use of illicit drugs, inappropriate use of alcohol and the misuse of medications and other substances can have serious effects on Workers' health, job safety and overall job performance through unpredictable, erratic behaviours and irresponsible actions. For these reasons, this Standard has been established.

1.2 OBJECTIVES

The primary objectives of the Standard are to:

- a) Provide safe work sites for all Workers and those whose safety may be adversely affected by the conduct of other Workers;
- b) Establish responsibilities for Contractors with respect to implementation of a drug and alcohol policy and its supporting practices and procedures for their activities at the Site; and

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c) Ensure all Workers are treated consistently and fairly, and with dignity and respect.

We all share the responsibility to ensure that we, and the Workers around us, are all able to safely and reliably perform work duties and that everyone remains Fit for Duty while at Site and/or accommodations. In order to support this responsibility, LCMC requires all Contractors working on the Site to establish and fully implement a drug and alcohol policy. All Contractors working on Site must adopt this Standard as their Drug & Alcohol Policy.

1.3 DEFINITIONS

This Standard has been developed based on the following Guiding Principles:

- Every person has the right to a safe and respectful workplace;
- Workers and Contractors have a legal and moral obligation to ensure their own safety and the safety of others;
- Consistent standards must apply to all Workers and Contractors, all of which will be treated fairly, consistently, with dignity and respect;
- The misuse of drugs and alcohol affects health, safety and performance;
- Awareness, education, effective management and rehabilitation are all key elements of a successful program, and sources of support are available to Workers for rehabilitation;
- Effective performance management systems are recommended to be in place to align with and support a comprehensive drug and alcohol program;
- A standardized approach to testing, assessment, treatment and rehabilitation of Workers will be consistently applied and controlled;
- Confidentiality and credibility of the testing process for legal defensibility must be maintained at all times.

There is a shared responsibility for the successful implementation and maintenance of the Standard between LCMC, its personnel (i.e. Project Delivery Team members), Contractors and Workers.

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2 SCOPE

This Standard applies to all Workers and Visitors working, living or attending on the Site, or traveling between work sites within the Site, and persons seeking a Site pass or authorization of LCMC required for access to the Site ("Site Access").

All Contractors must commit to taking appropriate and responsible actions required for maintaining a safe workplace. This requires commitment on the part of all levels of Contractor personnel and all Workers to accept responsibility for their own safety and the safety of others. This commitment includes recognizing that conduct or behaviour off the Site may adversely affect the ability to safely and reliably perform duties while on the Site.

Per the provisions of their agreements with LCMC affiliates, all Contractors must abide by the terms of this Standard and implement this Standard as their drug and alcohol policy for all work performed on the Site.

3 ABBREVIATIONS AND ACRONYMS

BAT	Breath Alcohol Technician
DCR	Designated Contractor Representative
DLCMCR	Designated Lower Churchill Management Corporation Representative
DOT	Department of Transportation (United States)
EAP	Employee Assistance Program
LCMC	Lower Churchill Management Corporation
MDA	Methylenedioxyamphetamine
MDEA	Methylenedioxyethylamphetamine
MDMA	Methylenedioxymethamphetamine
MRO	Medical Review Officer
NHTSA	National Highway Traffic Safety Administration (United States)
ROW	Right of Way
SAE/SAP	Substance Abuse Expert/Professional
SSP	Safety Sensitive Position
STT	Screening Test Technician
TPA	Third Party Administrator (for testing)

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4 DEFINITIONS

Alcohol means any substance that may be consumed and that has alcohol content in excess of 0.5 percent by volume.

Breath Alcohol Technician (BAT) means an individual who instructs and assists individuals in the alcohol testing process, operates an Evidential Breath Testing (EBT) device, and is certified in accordance with the rules of the United States Department of Transportation (US DOT) related to conducting breath alcohol tests.

Certified Lab means a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the United States Department of Health and Human Services (US DHHS) under the National Laboratory Certification Program.

Company Premises means, but is not necessarily restricted to, all land, property, structures, vehicles and equipment whether owned, leased, operated or otherwise directly controlled by LCMC. This includes any camp Site accommodation, dining and recreation facilities.

Contractor means any Contractor engaged by LCMC or its affiliates, including sub-contractors, suppliers, and consultants to carry out work at the Site. For the purposes of implementation of this Standard, all Workers other than Nalcor Energy or Newfoundland and Labrador Hydro secondees, the Contractor is considered the employer of the Worker.

Designated LCMC Representative (DLCMCR) / Designated Contractor Representative (DCR) is an individual identified by the employer (either LCMC or the Contractor) that is able to receive communications and test results from Third Party Administrators (TPAs) and/or their Medical Review Officers (MROs), and who is authorized to take immediate actions to remove a Worker from his/her duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as designated employer representatives.

Drug means any substance, chemical or agent including but not limited to alcohol, illicit (illegal) drugs, medications or other substances (e.g., solvents), the use of which is unlawful in Canada or requires a prescription or authorization from a licensed health care practitioner; any medically-authorized marijuana; any non-prescription medication lawfully sold in Canada; and, drug paraphernalia. For the purposes of this Standard, drugs are those substances that adversely affect an individual's ability to perform their job safely and productively.

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Drug and Alcohol Standard refers to the document used to ensure compliance with the Drug and Alcohol Work Rules and program. The Standard document outlines the roles and responsibilities of various stakeholders, standards, testing procedures, prevention, assessment and treatment resources, and the consequences of a violation.

Drug Paraphernalia includes any personal property which is associated with the use of any drug, substance, chemical or agent, the possession of which is unlawful in Canada. This also includes any product or device that may be used to attempt to tamper with a specimen sample for testing.

Fit/Fitness for Work/Duty in the context of this Standard, means being able to safely and acceptably perform assigned employment duties free from the adverse effects of drugs and alcohol. This includes an individual's ability to safely and appropriately interact with other persons in camp and/or his/her ability to evacuate the premises or otherwise respond appropriately to emergencies.

Incident or Near Miss means an occurrence, circumstance or condition that caused or had the potential to cause injury to persons, and/or damage to property, reputation, security or the environment or a dangerous condition to exist.

Laboratory is a laboratory providing urine-based drug testing services that has been certified by the United States Department of Health and Human Services under the National Laboratory Certification Program, and as accepted in Canada.

Medical Review Officer (MRO) is a licensed physician certified with the American Association of Medical Review Officers (AAMRO) or Medical Review Officer Certification Council (MROCC) of the United States, and accepted in Canada, with knowledge of substance abuse disorders and the ability to evaluate a Worker's positive test results who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Person means an individual, a partnership, a corporation, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators, successors, assigns or other legal representatives of an individual, and words importing persons have a similar meaning.

Prescription and Non-Prescription Drugs include any drug, which is approved and regulated by Health Canada and does not include medically-authorized marijuana.

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Project Delivery Team (PDT) Members means all Project Delivery Team members, including Nalcor Energy or Newfoundland and Labrador Hydro seconded employees, and consultants engaged by LCMC to work at any area of the Site, either through third-party agencies or consultants hired or contracted by LCMC directly. This includes, but is not limited to, full time, part time, casual, term, intermittent or occasional team members, and seconded Nalcor Energy or Newfoundland and Labrador Hydro employees who are either directly employed by or under assignment to LCMC.

Reasonable Grounds/Reasonable Cause (refer to Doc. No. LCP-PT-MD-0000-LR-FR-0002-01, Reasonable Grounds/ Reasonable Cause Checklist) includes information established by the direct observation of the Worker's conduct or other indicators, such as the physical appearance of the Worker, the smell associated with the use of alcohol or drugs on his or her person or in the vicinity of his or her person, his or her attendance record, circumstances surrounding an Incident or Near Miss, and the presence of alcohol, drugs, or drug paraphernalia in the vicinity of the Worker or the area where the Worker worked.

Rehabilitation Programs include Employee Assistance Programs (EAPs) and other support services offered to Workers by their employer, or by a recognized rehabilitation service provider, including but not limited to a provincial government addiction program and/or private counselling providers, tailored to the needs of an individual, which may include education, counselling and residential care offered to assist an Worker to comply with the Standard.

Returning Worker means a non-active Worker for greater than ninety (90) days.

Return to Duty is the process started after a Worker violates the drug and alcohol work rules contained in this Standard. It includes an initial assessment by a Substance Abuse Expert/Professional, education and/or treatment, a second follow-up assessment by a Substance Abuse Expert/Professional, a Return to Duty agreement and test, and a minimum of six (6) unannounced tests in the twelve (12) months after the Return to Duty test.

Safety Sensitive Position (SSP) refers to any position in which the individual has a key and direct role in an operation where performance limitations due to substance use or incapacity due to the adverse effects of drugs or alcohol, could result in a direct and significant risk of injury as a result of an Incident or Near Miss. The potential consequences of such an Incident or Near Miss may include fatalities, injury to Workers or the public, property damage, environmental damage or detrimental impact to reputation. All Workers working on Site are considered to be in Safety Sensitive Positions

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Site includes all Project worksites under LCMC control, including:

- (i) the various Project offices throughout Newfoundland and Labrador;
- (ii) the Muskrat Falls hydroelectric plant and associated works, such as access roads, accommodation complexes, administrative buildings, laydown areas, North Spur, reservoir, dam, and other temporary construction locations (Labrador);
- (iii) any substation, converter station, condenser station and transition compound at Churchill Falls (Labrador), Forteau Point (Labrador), Soldiers Pond (Newfoundland), Shoal Cove (Newfoundland);
- (iv) transmission line routes, including all roads and access routes to Muskrat Falls (Labrador), Churchill Falls (Labrador), Forteau Point (Labrador), Soldiers Pond (Newfoundland), Shoal Cove (Newfoundland) and associated transmission lines;
- (v) all Contractor camps, marshalling yards, quarries, spoil, stockpile areas and temporary staging locations; and/or
- (vi) materials marshalling yards operated by LCMC.

Site Access means LCMC's granting authorization to access the Site for either a Worker or Visitor issued as per the Worker Site Access Standard, Doc. No. LCP-PT-MD-0000-HS-SD-0003-01. In the context of this Standard, Site Access will only be issued subsequent to a negative drug and alcohol test result.

Site Access Administrator means a person designated by LCMC, responsible for issuing, denying or revoking Site Access.

Standard means this comprehensive Drug and Alcohol Standard, document no. LCP-PT-MD-0000-LR-SD-0001-01.

Substance Abuse Expert/Professional (SAE/SAP) is a person who has knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders, has been certified to administer and interpret recognized psychometric tests specific to the addictions field, has an understanding of the safety implications of substance use and abuse, and has knowledge of the role and responsibilities of an SAE/SAP, who assesses Workers who have sought assistance or violated a drug and alcohol policy or a standard, and makes a determination of a substance addiction or dependency, or lack thereof, and where an addiction or dependency

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exists, makes recommendations concerning education, treatment, follow-up evaluation, follow-up testing, and return to work conditions and aftercare. A Substance Abuse Expert/Professional must be:

- A licensed physician (Doctor of Medicine or Osteopathy), or
- A licensed or certified social worker, or
- A licensed or certified psychologist, or
- A drug and alcohol abuse counsellor with over five (5) years' experience assessing substance abuse disorders.

Third Party Administrator (TPA) is a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services for the company. TPAs typically perform administrative tasks concerning the operation of the company's drug and alcohol testing programs. TPAs are not employers. LCMC or the Contractor contracts the TPA to administer the drug and alcohol testing to meet the requirements of this Standard, which includes adhering to the standards for drug and alcohol testing under the United States Department of Transportation (US DOT) specifications, as accepted in Canada.

Visitor means any person(s) visiting the Site, including, but not limited to, vendors, couriers, delivery personnel, regulatory personnel, consultants, engineering representatives, stakeholders, and other personnel not assigned to the Site.

Worker means all LCMC Project Delivery Team members, Contractor's and their respective employees working at the Site.

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5 RESPONSIBILITIES

5.1 WORKERS

Must:

- 1) Take responsibility for one's own safety and the safety of others.
- 2) Make sure they understand and comply with this Standard as part of their obligation to perform work activities in a safe manner.
- 3) Use prescription and non-prescription medications responsibly, be aware of potential side effects and notify their supervisor of any potential unsafe side effects where applicable.
- 4) Encourage their peers or co-Workers to seek help when there is a potential breach or breach of this Standard.
- 5) Report any suspected breach of an employer's drug and alcohol policy or this Standard to a supervisor or manager.

5.1 SUPERVISOR AND LEADERS

Must:

- 1) Be knowledgeable about this Standard and applicable procedures.
- 2) Make sure they understand and comply with this Standard as part of their responsibility to perform their work-related activities in an effective and safe manner, and ensuring alignment and commitment from all levels of project management.
- 3) Be knowledgeable about the use of drugs and alcohol, and be able to recognize behaviours and other indicators of use.
- 4) Take action on performance deviations.
- 5) Take action on reported or suspected drug or alcohol use by Workers, Contractors, or Visitors.
- 6) Take training to ensure ability to administer and manage this Standard.

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5.2 CONTRACTORS

Must:

- 1) Provide a safe workplace.
- 2) Provide programs that emphasize awareness of and education on the negative effects the use of drugs and alcohol with respect to safety.
- 3) Implement this Standard as their drug and alcohol policy.
- 4) Ensure Workers are made aware of the existence of any EAP services and the options for support and treatment.
- 5) Assist Workers in obtaining confidential assessment, counselling, referral and treatment.
- 6) Actively support and encourage treatment programs and re-employment opportunities, where applicable.
- 7) Provide training for supervisors and awareness education for Workers in dealing with the use of drugs and alcohol in the workplace.
- 8) Ensure that all Workers understand the existence and content of this Standard as part of the Site orientation to LCMC.
- 9) Ensure drug and alcohol testing is performed according to the standard identified within this document.

6 REFERENCES

Document No.	Title
LCP-PT-MD-0000-HS-PL-0001-01	Health & Safety Management Plan
N/A	Nalcor Energy's Alcohol and Drug Program
LCP-PT-MD-0000-HS-SD-0003-01	Worker Site Access Standard
LCP-PT-MD-0000-LR-FR-0001-01	Substance Abuse Expert / Professional Release of Confidential Information Form
LCP-PT-MD-0000-HS-FR-0015-01	Worker Drug & Alcohol Testing Consent Form
LCP-PT-MD-0000-LR-FR-0002-01	Reasonable Grounds/ Reasonable Cause Checklist

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7 DRUG AND ALCOHOL WORK RULES

7.1 WORKERS OR VISITORS

While working on any area of the Site, when living in any accommodation complex on at the Muskrat Falls Site, or while being transported to or from the Site via transportation provided by LCMC or the Contractor or operating or being in care or control of a vehicle provided by LCMC, Workers or Visitors must not

a) Use:

- i. Alcohol, except in any accommodation complex where alcohol use is authorized in writing by LCMC;
- ii. Drugs, other than those permitted under the Use of Prescription and Non-Prescription Drugs (Section 7.2); or
- iii. Any product or device that may be used in an attempt to tamper with any sample for a drug and alcohol test.

b) Report to work or work:

- i. With an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath;
- ii. With a drug level equal to or in excess of the concentrations for the drugs set out in Table 12; or
- iii. While the Worker's ability to safely perform their duties is adversely affected because of the use of a prescription or non-prescription drug.

c) Refuse to:

- i. Comply with a request made pursuant to Search to Confirm Compliance (Section 9) by a representative of LCMC or a Contractor related to confirming compliance with the "possess, offer for sale, or otherwise provide" [Section 7.1 (e)] prohibition;
- ii. Comply with a request to submit to a drug and alcohol test made under the provisions of Testing for Compliance with Drug and Alcohol Work Rules (Section 10); or
- iii. Provide a sample for a drug and alcohol test, under the requirements and processes identified in this Standard.

d) Tamper with a sample for a drug and alcohol test given under the requirements and processes identified in this Standard.

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e) Possess, offer for sale, or otherwise provide:

- i. Alcohol, except in any accommodation complex where alcohol possession is authorized in writing by LCMC;
- ii. Drugs other than those permitted under Use of Prescription and Non-Prescription Drugs (Section 7.2);
- iii. Drug paraphernalia; or
- iv. Any product or device that could be used to tamper with any sample for a drug or alcohol test.

Table 1 - Urine Drug Concentration Limits

Drugs or Classes of Drugs	Screening Concentration equal to or in excess of	Confirmation Concentration equal to or in excess of	Common Drug Names (examples only; NOT an inclusive list)
Marijuana metabolite	50 ng/ml	15 ng/ml	Pot, hash, hash oil, Mari J
Cocaine metabolite	150 ng/ml	100 ng/ml	Coke, crack
Opiates <ul style="list-style-type: none"> • Codeine • Morphine • Hydrocodone • Hydromorphone 	300 ng/ml	300 ng/ml 300 ng/ml 300ng/ml 300ng/ml	Tylenol #1, #2, #3, Codeine Contin, Fiorinal C ¼ , C ½; MS Contin, M-Eslon Dimetane Expectorant DC, Novahistex DH, Tussionex Dilaudid, Hydromorph Contin
<ul style="list-style-type: none"> • Oxycodone 	100 ng/ml	100 ng/ml	Endocet, Oxy-Neo, Percocet, Percodan, Supeudol
Benzodiazepines	300 ng/ml	50 ng/ml	Valium, Serax, Ativan, Xanax, Restoril, Versed
6-Acetylmorphine	10 ng/ml	10 ng/ml	Heroin
Phencyclidine	25 ng/ml	25 ng/ml	Angel dust, horse tranquilizer, PCP
Amphetamines <ul style="list-style-type: none"> • Amphetamine • Methamphetamine 	500 ng/ml	250 ng/ml 250 ng/ml	Dexedrine, Adderall Crystal Meth, Ice
MDMA <ul style="list-style-type: none"> • MDMA • MDA • MDEA 	500 ng/ml	250 ng/ml 250 ng/ml 250 ng/ml	Ecstasy

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7.2 USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

All workers are expected to use prescription and non-prescription drugs in a safe and responsible manner. Accordingly LCMC permits the possession or use of prescription and non-prescription drugs that are approved and regulated by Health Canada under the following conditions:

- a) Any prescription drug in the Worker's possession or used by the Worker is prescribed to the Worker by a licensed health care practitioner and is valid within date requirements;
- b) The Worker is using the prescription or non-prescription drug for its intended purpose and in the manner directed by the Worker's licensed health care practitioner or the manufacturer of the drug;
- c) The use of the prescription or non-prescription drug does not adversely affect the Worker's ability to safely perform their duties;
- d) A Worker taking any prescription or non-prescription drug which may adversely affect their ability to work safely, must notify their supervisor or manager of such prescription or non-prescription drug use before travelling to Site and if on Site before starting to work on Site. The supervisor or manager who is provided with such information is required to advise the DCR and/or the DLCMCR. The DCR and/or the DLCMCR may require the worker to provide a medical certificate from their health care practitioner identifying the effects of the drug on the Worker's ability to safely perform their duties. The medical certificate must identify any work restrictions, anticipated duration of restrictions, and any other information that would reasonably be required to determine the Worker's fitness to perform modified duties in any Safety Sensitive Position.

The supervisor or manager, who has received notification under Use of Prescription and Non-prescription Drugs (section 7.2), may not disclose any information provided to any person except the DLCMCR / DCR / MRO or a licensed physician, unless either consent is given by the Worker, or the supervisor or manager is legally required to do so.

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7.3 IMPAIRED DRIVING CHARGES OR CONVICTIONS

Any Worker who operates or is expected to operate a vehicle at the Site and/or that is required to drive as a condition of employment must report to the supervisor or manager if their license is suspended. This includes, but is not limited to all impaired driving charges and convictions, driving offenses related to substance abuse, or refusal to provide a sample and/or having a blood alcohol level over the legal Blood Alcohol Concentration (BAC). This applies regardless of whether the charges occurred during company or personal time and regardless if the suspension occurred in Newfoundland and Labrador or in any other Canadian province or territory, or a country other than Canada.

8 IMPLEMENTATION OF THE DRUG AND ALCOHOL WORK RULES

8.1 EDUCATION

LCMC and Contractors must inform their respective Workers of the existence of this Drug and Alcohol Standard and take reasonable steps to inform its Workers of:

- a) The safety risks associated with the use of drugs and alcohol; and
- b) The assistance available under an Employee Assistance Program (EAP), if one is available, extended health benefits if so available, provincial government addiction services, and/or community resources.

The likelihood that a Worker will comply with this Standard and the Work Rules contained in this Standard is increased if they know the safety risks associated with the use of drugs and alcohol and the assistance available.

8.2 SELF HELP

Workers who believe they may have a substance use or an abuse problem, addiction or dependency are encouraged to seek help provided by Substance Abuse Expert/Professional as available, Employee Assistance Programs (EAPs) as available, and/or provincial government addiction services, and follow appropriate treatment promptly before safety or job performance is compromised or a violation of this Standard occurs.

- a) A Worker who believes they may be unable to comply with the Drug and Alcohol Work Rules (Section 7) of this Standard must take all necessary steps to ensure they are not a safety risk to themselves or others at the workplace and can seek help by:
 - i. Contacting a family doctor, LCMC Health and Safety (for LCMC Workers) or a Contractor

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Occupational Health Representative, one of the Site’s Health and Safety managers, a qualified Substance Abuse Expert/Professional, a person responsible for the administration of an EAP if available, or provincial government addiction services

- ii. Informing a family member or friend and asking for assistance in contacting a family doctor, LCMC Health and Safety (for LCMC Workers) or a Contractor Occupational Health Representative, one of the Site’s Health and Safety Managers, a qualified Substance Abuse Expert/Professional, a person responsible for the administration of an EAP if available, or provincial government addiction services.
 - iii. Informing a co-Worker, a supervisor or manager, or a representative of LCMC or the Contractor with whom the Worker is employed, of their wish to contact a family doctor, LCMC Health and Safety (for LCMC Workers) or a Contractor Occupational Health Representative, one of the Site’s Health and Safety Managers, a qualified Substance Abuse Expert/Professional, a person responsible for the administration of an EAP if available, or provincial government addiction services.
- b) In responding to a Worker’s request for help, a co-worker must inform a supervisor or manager of the request. The supervisor or manager may then contact the DCR/ DLCMCR.
- c) In responding to a Worker’s request for help, a supervisor or manager must:
- i. Take such steps as are necessary to ensure the Worker is fit for duty and does not present as a safety risk to themselves or others at the workplace,
 - ii. Require the Worker to agree to and participate in an assessment by a Substance Abuse Expert/Professional (SAE/SAP), the cost of which is the responsibility of the Worker, to determine the addiction or dependency, and advise the Worker that if an addiction or dependency is identified they will be required to follow the treatment recommendations of the SAE/SAP, and failure to do so may result in discipline up to and including termination and revocation of their Site Access,
 - iii. Require the Worker to be tested for drugs and alcohol, and
 - iv. Advise the Worker that failure to submit to (ii) and (iii) above may result in discipline up to and including termination and revocation of their Site Access.

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d) A Worker who is at work and has sought assistance or enrolled in an EAP if available, or a program with provincial government addiction services, or any other type of addiction treatment program, must:

- i. Comply with the Drug and Alcohol Work Rules (section 7)
- ii. Agree to an assessment by an SAE/SAP or provide proof of a professional assessment confirming an addiction or dependency and utilization of a recognized addiction treatment program, and
- iii. Remain available for contact for an assessment by an SAE/SAP, if applicable.

If the Worker is not able to be contacted for an SAE/SAP assessment, or does not provide proof or confirmation of an addiction or dependency and participation in a recognized addiction treatment program within 10 (ten) days of the initial request for assistance, the Worker may be disciplined up to and including termination and have their Site Access revoked.

e) A Worker with a drug and/or alcohol problem, who is not known to have violated the Drug and Alcohol Work Rules (section 7), will not be disciplined for requesting help in addressing a substance addiction or dependency or because of involvement in a treatment program. The cost of any addiction treatment program is the responsibility of the Worker. A Worker involved in a treatment program must comply with the terms and conditions of any program established to help the Worker, as a condition of continued employment. All Workers who complete primary treatment for substance addiction or dependency are strongly encouraged to participate in a structured aftercare program to maintain recovery.

f) In situations where a Worker receiving assistance by an authorized service provider is identified as failing to comply with the terms and conditions of the required treatment program established to help the Worker, and who presents as a serious risk to themselves or others at the workplace, the service provider is required to inform the DCR/DLCMCR of the Worker's failure to comply with treatment and the Worker's associated safety risks.

g) A Worker requesting help for a drug and/or alcohol problem will not be disciplined or have their Site Access revoked unless they have:

- i. Failed to comply with the Drug and Alcohol Work Rules (section 7); or
- ii. Refused to attend and consent to an assessment by an SAE/SAP and comply with the treatment recommendations of the SAE/SAP, or

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- iii. Tested positive for drugs and alcohol as a result of a request to submit to a drug and alcohol test pursuant to this Standard, a return-to-work or follow up test under any return-to work provisions as required under this Standard.

9 SEARCH TO CONFIRM COMPLIANCE

LCMC or its designate reserves the right to investigate, and/or require the Contractor or its subcontractor to investigate and conduct unannounced searches for alcohol, drugs and/or drug paraphernalia at the Site or at any location within established legal site boundaries or while being transported to and from the Site or between worksites, where there are reasonable grounds to believe that there may be a violation of the work rules contained in this Standard. Searches will be conducted in accordance and cooperation with the law and with the engagement of law enforcement agencies, where appropriate. All individuals will be treated with dignity and respect.

LCMC or its designate, Contractors and their Workers are responsible for identifying situations where a search and seizure may be reasonable. Reasonable grounds may be based on a combination of indicators, which may include behaviour, odour, information received or presence of paraphernalia. The supervisor is responsible for advising their manager of the situation, who in conjunction with onsite security, onsite health and safety manager (or their designate) and local police authorities, where appropriate, will make the decision as to whether or not to initiate a search.

At the Site, LCMC or its designate, may for reasonable grounds, have a LCMC supervisor or the supervisor of its designate, Contractor supervisors and/or authorized search and inspection specialists, including scent-trained animals, conduct unannounced searches and inspections of Contractors, and/or Workers, Visitors, and their property. Property may include, but not be limited to, wallets, purses, lockers, baggage, offices, desks, tool boxes, clothing and vehicles. Where practical, such searches shall be in the presence of the affected Worker / Visitor.

On Site, LCMC or its designate, may utilize and/or authorize utilization of search and inspection specialists that use scent-trained animals to conduct searches on Site, including, but not limited to, any area of any accommodation complex / camp. If a Worker or Visitor's room or property be searched as a result of the use of scent-trained animals, where practical, such searches will be in the presence of the affected Worker / Visitor.

All Workers and Visitors, as well as their property, may be subject to search and seizure on arrival and departure

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from the Site.

Seizure and future control of any alcohol, drugs, or drug paraphernalia will be directed by the Site security personnel.

LCMC or its designate, along with Contractor's management (if Contractor Workers are involved), may determine whether law enforcement agencies are to be contacted.

In the event any Worker or Visitor refuses to submit to a search or is believed to be in violation of this Standard as a result of a search, such individual's Site Access will be temporarily revoked until an investigation of the refusal to submit to a search or violation of the Standard is completed. Workers who are found in non-compliance with this Standard may be removed from the Site, have their Site Access revoked by LCMC or its designate, and may be prohibited from obtaining Site Access indefinitely.

10 TESTING FOR COMPLIANCE WITH DRUGS AND ALCOHOL WORK RULES

10.1 ADMISSION OF USE

A Worker who admits to drug or alcohol use upon being requested to submit to testing under this Standard, must still be tested to determine if there is a violation of the Drug and Alcohol Work Rules (section 7), and to avoid a violation of the refusal [section 7.1 (c)] prohibition.

10.2 REASONABLE GROUNDS

A supervisor or manager of a Worker must request that a Worker submit to drug and alcohol testing under the requirements identified in Requirements for Drug and Alcohol Testing Programs (section 11) if the supervisor or manager and the next level of management or a second supervisor, if present at the Site, have Reasonable Grounds to believe that the Worker is or may be unable to work in a safe manner because of the use of drugs or alcohol.

Reasonable Grounds for testing include, but are not limited to:

- a) The odour of drugs or alcohol detected on or in the vicinity of the Worker; or
- b) The observed use of a substance by a Worker; or
- c) Where the Worker's appearance, performance and/or behaviour suggest the Worker is under the influence of drugs or alcohol.

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A supervisor or manager of a Worker must provide the Worker the reason for the request. Documentation is required, as referenced with a Reasonable Cause Checklist, document no. LCP-PT-MD-0000-LR-FR-0002-01.

Testing for Reasonable Grounds is to be conducted as soon as possible and practical following a determination, within eight (8) hours for alcohol and thirty-two (32) hours for drugs. If there is a delay, the supervisor or manager must identify the reason for the delay.

10.3 POST INCIDENT AND NEAR MISS

A supervisor or manager of a Worker must request that a Worker submit to drug and alcohol testing under the requirements identified in Requirements for Drug and Alcohol Testing Programs (section 11), if that supervisor or manager and the next level of management or a second supervisor, if present at the Site, have reasonable grounds to believe that a Worker was involved in an Incident or Near Miss occurrence, circumstance, or condition which caused or had the potential to cause injury to persons, and/or damage to property, reputation, security or the environment or a dangerous condition to exist. This will also include those who are identified, with reasonable cause, as having direct involvement in the chain of acts or omissions leading up to the Incident or Near Miss. The supervisor will request that the Worker stop all work-related activities prior to testing for post Incident and/or Near Miss.

- An Incident may include, but not be limited to:
 - A fatality
 - Personal injury
 - An environmental spill with significant implications
 - Loss or damage to any property, equipment or vehicles
 - A near-miss Incident that has the potential for injury, damage or to create a dangerous condition
 - Creation of a dangerous condition (e.g. unmarked hazard)

A supervisor or manager of a Worker must provide the Worker the reason for the request for post Incident or Near Miss testing.

Testing for post Incident or Near Miss is to be conducted as soon as possible and practical following a determination, within eight (8) hours for alcohol and thirty-two (32) hours for drugs. If there is a delay, the

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supervisor or manager must identify the reason for the delay.

A supervisor or manager of a Worker need not request that the Worker submit to drug and alcohol testing if the supervisor or manager and the next level of management, if present at the Site, conclude that there is objective evidence to believe that the use of drugs or alcohol did not contribute to the cause of the Incident or Near Miss.

10.4 PRE-SITE ACCESS

All Workers seeking access to any area of the Site, if granted, are deemed to be working in Safety Sensitive Positions. LCMC requires pre-Site Access testing for drugs and alcohol for Workers working in a safety sensitive environment, as a condition of access to any of the Sites. Testing program requirements are to follow those identified in Requirements for Drug and Alcohol Testing Programs (section 11).

- a) The pre-Site Access test must be completed not more than thirty (30) days before deployment at the Site. The pre-Site Access test will be valid for return access to the Site for:
 - i. A period of not more than ninety (90) days from the date the test was completed. Individuals are required to provide proof of a negative pre-Site Access test to the respective Contractor Representative for each subsequent return to the Site, or;
 - ii. As long as the Worker remains in continuous employment with the same Contractor. Continuous employment means without lay-off, leave of absence or suspension of more than ninety (90) days; or;
 - iii. A period of not more than sixty (60) days from the date the Worker was laid off and hired by another Contractor.
- b) Workers testing positive for the substances identified in the Drug and Alcohol Work Rules (section 7) of this Standard will not be issued Site Access except in accordance with the waiting period for second pre-Site Access test [section 10.4 (c)]. The DLCMCR / DCR must inform the individual of the consequences of a positive test and their options regarding a retest. Additionally, the names of persons with a positive test result from a pre-Site Access test will be provided to the Site Access Administrator.
- c) Site Access will not be granted to a Worker who has previously tested positive for the substances identified in the Drug and Alcohol Work Rules (section 7), except as follows:
 - i. An assessment is completed by a Substance Abuse Expert/Professional (SAE/SAP), as available,

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with treatment, education and return to work recommendations;

- ii. The individual follows the required recommendations of the SAE/SAP;
 - iii. A follow up evaluation is completed by the SAE/SAP;
 - iv. At least thirty (30) days have elapsed since the confirmation of a positive test;
 - v. A negative pre-Site Access test has been confirmed;
 - vi. The individual agrees to work terms and conditions as identified by the SAE/SAP in consultation with the DLCMCR / DCR and monitored by the Site Access Administrator and the DLCMCR / DCR or a designated management alternate which shall include unannounced drug and alcohol testing for a minimum of six (6) tests in twelve (12) months; and
 - vii. The individual is responsible for completing steps (i) through (vi) of 10.4 (c) and providing appropriate documentation to confirm completion of these steps to the Contractor and/or LCMC as requested.
- d) If any individual tests positive for the substances identified in the Drug and Alcohol Work Rules (section 7) more than once for pre-Site Access testing, they shall be prohibited from obtaining Site Access indefinitely.

The DLCMCR / DCR must inform the individual with a positive test result (for the substances identified in the Drug and Alcohol Work Rules [section 7]) of the resources available for assistance, help and support for a drug and/or alcohol problem. A detailed list is attached in Appendix C.

10.5 RETURN TO DUTY AND FOLLOW-UP

Any Worker who has tested positive for the substances identified in the Drug and Alcohol Work Rules (section 7) and is returning to work after an assessment by a Substance Abuse Expert/Professional (SAE/SAP) must have a negative drug and/or alcohol test before return to duty prior to granting Site Access. The SAE/SAP in consultation with the DLCMCR / DCR shall also determine the frequency and specifics of follow-up unannounced drug and alcohol testing. Follow-up testing shall be mandatory for a minimum of six (6) tests in twelve (12) months.

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11 REQUIREMENTS FOR DRUG AND ALCOHOL TESTING PROGRAMS

11.1 ALCOHOL TESTING

LCMC requires alcohol testing to be conducted in accordance with the United States Department of Transportation (US DOT) standards and procedures for alcohol testing, as accepted in Canada, at levels identified in the Drug and Alcohol Work Rules (section 7). Screening tests for alcohol may be conducted by breath or saliva testing. Confirmation testing must be conducted using an Evidential Breath Alcohol Testing (EBT) device. All breath and saliva testing devices must be listed on the United States National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL), as accepted in Canada. Administration of alcohol tests must be performed by trained collection agents. A summary of alcohol testing procedures is provided in Appendix A – Drug and Alcohol Testing Procedures.

11.2 DRUG TESTING

- a) LCMC requires urine drug testing to be conducted in accordance with the standards and procedures of the United States Department of Transportation (US DOT) Workplace Drug and Alcohol Testing Programs and by laboratories certified under the United States Substance Abuse and Mental Health Services Administration (SAMHSA) of the United States Department of Health and Human Services (DHSS), as accepted in Canada, for substances at the levels identified in the Drug and Alcohol Work Rules (section 7). Drug testing includes a screening test and confirmation test. Screening and confirmation testing for drugs must be conducted using urine specimen samples for testing. Collection of urine specimens for drug testing must be conducted by trained collection agents. A summary of the drug testing procedures is outlined in Appendix A – Drug and Alcohol Testing Procedures.
- b) LCMC accepts Point of Collection Testing (POCT) as one of a number of options for assessing the risk of having the Worker return to work in situations of Reasonable Grounds (10.2), and Post Incident and Near Miss (10.3) testing. Pre-Site Access testing may also be conducted using a POCT.

A POCT device used for these purposes must be a test kit provided by an accredited laboratory intended only for urine assessment, and must test for the drugs and cut-off levels to the extent possible with those identified in 7.1 Table 1. Urine Drug Concentration Limits. Only collection personnel trained to the US DOT standards shall administer the POCT, and as such comply with standard operating procedures that

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include chain of custody and quality control.

Non-negative POCTs must be sent chain of custody to an accredited laboratory for screening and confirmation testing, following the processes identified in Appendix A – Drug and Alcohol Testing Procedures.

12 DRUG AND ALCOHOL TEST RESULTS

Drug and alcohol test results can be negative, positive, tampered, invalid or inconclusive. All test results are provided in a confidential written report from the MRO to the DLCMCR / DCR. Test results can be either:

- a) A negative test result meaning the Worker is in compliance;
- b) A positive test result meaning non-compliance;
- c) A tampered test result meaning non-compliance; or
- d) An invalid, inconclusive or cancelled test result meaning it cannot be relied upon to determine compliance or non-compliance.

12.1 CONFIDENTIALITY OF TEST RESULTS

The DLCMCR / DCR who receives test result information must not disclose the test results to any person other than a person who needs to know the test results to fulfill obligations under this Standard. All test results received under this Standard shall be securely stored and kept in the strictest confidence.

12.1.1 Worker Consent

When a Worker consents in writing to undergo drug and/or alcohol testing, reference the Worker Drug and Alcohol Testing Consent Form, document no. LCP-PT-MD-0000-HS-FR-0015-01, they also authorize:

- a) The MRO to receive test results from the laboratory and to provide the outcome of those test results to the DLCMCR, the DCR for the Contractor and/or any person with legal authority to require the disclosure of the test results, subject to Confidentiality of Test Results (section 12.1).
- b) The MRO to provide the test results to a Substance Abuse Expert/Professional (SAE/SAP) to whom the Worker has been referred under the provisions of this Standard.

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12.1.2 Reporting Test Results

- a) A report from the MRO to the DLCMCR / DCR that the Worker's sample produced a negative test result means that the Worker has complied with the **Use** [section 7.1 (a)] or **Report to work or work** [section 7.1 (b)] prohibitions of the Standard. The DLCMCR / DCR must notify the Worker of the negative test result and that no other steps under this Standard will be taken. Under this circumstance or if a safety advisory is issued by the MRO, a fitness for duty medical assessment is recommended, to ensure the safety of the Worker and others at the worksite , and to assist the Worker to perform at a satisfactory level.
- b) A confidential written report from the MRO to the DLCMCR / DCR that the Worker's sample produced a positive test result means the Worker failed to comply with **Use** [section 7.1 (a)] or **Report to work or work** [section 7.1 (b)] prohibitions of the Standard.
- c) A confidential written report from the MRO to the DLCMCR / DCR that the Worker's sample has been tampered with means that the Worker failed to comply with the **tampering** [section 7.1(d)] prohibition of the Standard.
- d) A confidential report from the MRO to the DLCMCR / DCR that the Worker's sample is invalid, inconclusive or cancelled means that the test cannot be relied upon for the purposes of this Standard.
- e) Where a Worker is referred by a Contractor to testing required under **Pre-Site Access** (section 10.4) or **Return to Duty and Follow-up Testing** (section 10.5), a confidential written report from the MRO will be issued to the DCR and DMCLCR.

13 CONSEQUENCES FOR FAILURE TO COMPLY WITH DRUG & ALCOHOL STANDARD AND WORK RULES

13.1 RESPONSE TO VIOLATIONS

- a) Workers who fail to comply with the Drug and Alcohol Work Rules the **refusal** [section 7.1(c)], **tampering** [section 7.1 (d)] or **possession, offering for sale, or otherwise providing** [section 7.1 (e)] prohibitions of this Standard will be terminated by their employer and have their Site Access revoked unless there are exceptional mitigating circumstances. Workers with an identified substance addiction or dependency who fail to comply with the **Use** [section 7.1 (a)] or **Report to work or work** [section 7.1 (b)] prohibitions of this Standard may be subject to discipline by their employer up to, and including

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termination of their employment and may have their Site Access revoked. In the cases of the **Use** [section 7.1 (a)] or **Report to work or work** [section 7.1 (b)] prohibitions of the Standard, the Worker who does not have an addiction or dependency will be subject to termination and have their Site Access revoked unless there are exceptional mitigating circumstances. Such revocation of Site Access by LCMC will be applicable for all locations across the Site.

13.2 VIOLATIONS OF USE, REPORTING TO WORK

Before any disciplinary action is taken with a Worker who has failed to comply with the **Use** [section 7.1 (a)] or **Report to work or work** [section 7.1 (b)] prohibitions of the Standard, the Worker's employer must take appropriate steps to determine if the Worker has a disability related to addiction or dependence for which the employer has a duty to accommodate. The employer's duty to accommodate extends to the point of undue hardship.

Prior to making a final decision regarding discipline of a Worker who has failed to comply with the **Use** [section 7.1 (a)] or **Report to work or work** [section 7.1 (b)] prohibitions of the Standard, the Worker will be directed to and the Worker must meet with a Substance Abuse Expert/Professional (SAE/SAP). The cost of this assessment is the responsibility of the Worker. A positive test result means the Worker is suspended or on Administrative Leave without pay, pending investigation and the SAE/SAP report.

The Substance Abuse Expert/Professional (SAE/SAP) will complete an assessment of the Worker and determine the level of assistance required by the Worker, including treatment and education recommendations for those Workers identified with a substance addiction or dependency. If the SAE/SAP determines there is no addiction to or dependency on the substance for which the Worker tested positive, then the Worker will be terminated and have their Site Access revoked unless there are exceptional mitigating circumstances. The SAE/SAP will provide the Worker, the DLCMCR / DCR, and with the Worker's consent the bargaining agent, with a confidential written report of their findings and recommendations. The process to be followed by the SAE/SAP is outlined in Appendix B – Substance Abuse Expert/Professional. During this time the Worker will have their Site Access revoked and may be prohibited from obtaining Site Access indefinitely.

The assessment by the Substance Abuse Expert/Professional (SAE/SAP) must be completed as soon as possible. The report of the SAE/SAP must be delivered to DLCMCR / DCR within two (2) days of the assessment.

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The appropriate disciplinary measures for a Worker with a substance addiction or dependency will be based on the report of the Substance Abuse Expert/Professional (SAE/SAP). In the case of a Contractor's Worker, the discipline shall be determined by the Contractor. In the case of a LCMC Worker, LCMC will determine the appropriate disciplinary measures.

Failure by the Worker to attend the assessment of the Substance Abuse Expert/Professional (SAE/SAP) and/or to follow the recommended treatment program or rehabilitation action shall be cause for termination and revocation of the Worker's Site Access privileges.

During the period of assessment by the Substance Abuse Expert/Professional (SAE/SAP) and corrective rehabilitative programs recommended by the SAE/SAP, the Worker shall be on a leave of absence without pay and have their Site Access temporarily revoked. The cost of the treatment and/or education program, as recommended by the SAE/SAP, is the responsibility of the Worker.

13.3 FAILURE TO REPORT PRESCRIPTION AND NON-PRESCRIPTION DRUG USE WITH SAFETY CONCERNS

Any Worker, who fails to disclose their use of prescription and non-prescription drugs that could affect their ability to work safely, is subject to the following actions:

- a) If a Worker does not disclose to a supervisor or manager, or the DCR / DLCMCR, before travelling to Site and if on Site before starting to work on-Site and such non-disclosure is discovered, the Worker will be placed on administrative leave without pay until the DCR and/or DLCMCR is satisfied such Worker is fit for work while taking the prescription or non-prescription drug. Such Worker may be subject to discipline up to and including termination and have their Site Access revoked for non-disclosure;
- b) If a Worker does not disclose to a supervisor, manager or the DCR / DLCMCR and such Worker is requested to submit to a drug test in accordance with this Standard and the Worker tests non-negative or positive as a result of taking the prescription or non-prescription drug and as confirmed by a medical review officer (MRO) such Worker will be:
 - i. Placed on administrative leave without pay from the time of the drug test,
 - ii. Required to provide a medical certificate in accordance with the requirement identified in **Use of Prescription and Non-prescription Drugs** [section 7.2 (d)], and
 - iii. Subject to discipline up to and including termination and have their Site Access revoked for non-

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disclosure.

13.4 POTENTIAL SITE ACCESS AFTER FAILURE TO COMPLY

Any Worker denied Site Access due to failure to comply with the Drug and Alcohol Work Rules (section 7) and this Standard may, subject to LCMC's approval, be granted Site Access subject to the following conditions:

- a) The Worker meets with a Substance Abuse Expert/Professional (SAE/SAP) who will conduct a comprehensive face-to-face assessment and make a professional determination about the Worker's substance use addiction or dependency and the impact it may have on the safety and health of the Worker, his or her co-Workers and the Site. The cost of this assessment is the responsibility of the Worker.
- b) In the case where a Substance Abuse Expert/Professional (SAE/SAP) determines the Worker has a substance addiction or dependency and is fit to work on the Site, such SAE/SAP will provide a written report identifying any restrictions and/or return to work conditions, and confirm the Worker is fit to work on the Site safely. This report will be provided to the Site Access Administrator, the DLCMCR / DCR and the bargaining agent, provided the Worker has executed a consent to release report to the bargaining agent. In this case, the Worker shall be subject to a return to work agreement based on the recommendations of the SAE/SAP in consultation with the Site Access Administrator, the DLCMCR / DCR, and the bargaining agent, which shall include follow up unannounced drug and alcohol testing for a minimum of six (6) tests in twelve (12) months.
- c) In the case where a Substance Abuse Expert/Professional (SAE/SAP) determines the Worker has a substance addiction or dependency and requires treatment, a confidential written report will be provided by the SAE/SAP and must identify the level of assistance required by the Worker, including treatment and education recommendations. The cost of the treatment and/or educational programs, as recommended by the SAE/SAP, is the responsibility of the Worker. During this time, the Worker shall have their Site Access revoked and may be prohibited from obtaining Site Access indefinitely.

Following the Worker's completion of the recommended treatment and education requirements:

- i. The Worker must meet with the SAE/SAP for a follow up evaluation to determine if treatment has been successfully completed;

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- ii. A report from the SAE/SAP shall be provided to the Site Access Administrator, the DLCMCR / DCR, and the bargaining agent, identifying that a follow up evaluation has been conducted, and confirming treatment has been successfully completed;
 - iii. Any recommendations, further rehabilitation requirements including ongoing unannounced testing, and/or work restrictions will be identified by the SAE/SAP with confirmation that the Worker is fit to work safely at the Site; and
 - iv. A Worker who has successfully completed a treatment program must sign a Return to Work Agreement, which is based on the recommendations of the SAE/SAP in consultation with the Site Access Administrator, the DLCMCR / DCR and the bargaining agent, which shall include follow up unannounced drug and alcohol testing for a minimum of six (6) tests in twelve (12) months. The period over which the unannounced testing must occur is included in this agreement, but not the number or frequency of the tests.
- d) The Substance Abuse Expert/Professional (SAE/SAP) conducting the assessment and evaluation and providing a report must comply with the specifics and format identified in Appendix B.
- e) The Worker must sign a Substance Abuse Expert/Professional Release of Confidential Information Form, document no. LCP-PT-MD-0000-LR-FR-0001-01.
- f) The Worker must provide proof of a negative drug and alcohol test result prior to return to work and this must be reported to the Site Access Administrator, the DLCMCR / DCR.

13.5 VIOLATION OF RESUSAL TO TEST, TAMPERING, POSSESS OR OFFER FOR SALE

Any Worker who violates the **refusal** [section 7.1. (c)], **tampering** [section 7.1 (d)] or **possession, offering for sale, or otherwise providing** [section 7.1 (e)] prohibitions of this Standard will be subject to termination and have their Site Access revoked unless there are exceptional mitigating circumstances

A Worker who violates these referenced sections of the Standard will be encouraged to seek help and support. Detailed information on services available is outlined in Appendix C: Treatment and Assessment Resources.

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13.6 REFUSAL TO COOPERATE WITH A SEARCH

Workers who refuse to submit to a search or are believed to be in violation of this Standard as a result of a search will be subject to termination and have their Site Access revoked unless there are exceptional mitigating circumstances.

13.7 IMPAIRED DRIVING CHARGES OR CONVICTIONS

Any Worker who operates or is expected to operate a LCMC or Contractor vehicle and/or that is required to drive as a condition of employment must report any charge or conviction related to suspension of a driver's license due to impairment. Failure to report such charge or conviction shall result in termination and revocation of Site Access unless there are exceptional mitigating circumstances.

14 STANDARD EVALUATION

To ensure this Standard continues to meet the objectives, and remains responsive to current circumstances and evolving needs, it shall be monitored, evaluated and formally reviewed at a minimum of once every twelve (12) months.

15 RESOURCE CONTACT

Any and all questions related to this Standard should be directed to:

David Riffe

Health, Safety, Security and Emergency Response Manager

PROJECT DELIVERY TEAM

Lower Churchill Project

t. 709.570.5971

c. 709.730.5258

e. DavidRiffe@lowerchurchillproject.ca

w. muskratfall.nalcorenergy.com

16 APPENDICES

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APPENDIX A: DRUG AND ALCOHOL TESTING PROCEDURES

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Drug and Alcohol Testing Procedures

The following procedures are a general overview only. More detailed information may be obtained from the Third Party Administrator (TPA) contracted as the testing agent.

Alcohol Testing:

General

1. The donor is the person from whom a breath or saliva sample is collected.
2. The donor is informed of the requirement to test in private and is directed (and transported if required) to a collection site for testing, or a Breath Alcohol Technician (BAT) attends the worksite to administer the test, for the purpose of providing a breath or saliva sample.
3. The Breath Alcohol Technician (BAT) or the Screening Test Technician (STT), as appropriate, establishes the identity of the donor. Government or employer-issued identification is preferable. Positive identification by a Contractor or a LCMC Representative who holds a supervisory position or is a safety person is acceptable.
4. The BAT or STT as appropriate explains the testing procedure to the donor.
5. The Contractor or LCMC must securely store information about alcohol test results to ensure that disclosure to unauthorized persons does not occur.
6. Breath testing and saliva testing devices are used to conduct alcohol screening tests, with breath evidentiary devices used to confirm screening tests. These devices must be listed on the U.S. National Highway Traffic Safety Administration's (NHTSA) Conforming Products List, specifically the list for screening devices and the list for evidentiary devices. These devices must also meet the function requirements outlined in the US DOT rules and regulations.

Breath Alcohol Testing - Screen

1. The BAT and the donor complete all parts of the alcohol testing form that is to be completed before the donor provides a breath sample.
2. The BAT opens an individually wrapped or a sealed mouthpiece in the presence of the donor and attaches it to the breath testing device in the prescribed manner.

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3. The BAT explains to the donor how to provide a breath sample and asks the donor to provide a breath sample.
4. The BAT reads the test result and ensures that the test result is recorded on the alcohol testing form after showing the results to the donor.
5. The BAT completes the part of the alcohol testing form that is to be completed after the donor provides a breath sample, and asks the donor to do so as well.
6. If the test result shows an alcohol level that is less than 0.020 grams/210 litres of breath, the BAT informs the donor that there is no need to conduct any further testing and reports the result in a confidential manner to the DLCMCR / DCR. While the initial communication need not be in writing, the BAT must subsequently provide a written report of the test result to the DLCMCR / DCR.
7. If the test result shows an alcohol level that is equal to or greater than 0.020 grams/210 litres of breath, the BAT informs the donor of the need to conduct a confirmation test.

Saliva Alcohol Testing - Screen

1. The Screening Test Technician (STT) and the donor complete those parts of the alcohol testing form that is required to be completed before the donor provides a sample.
2. The STT checks the expiration date of the saliva testing device, shows the date to the Worker, and uses a saliva testing device only if the expiration date has not passed.
3. The STT opens an individually wrapped or a sealed package containing the saliva testing device in the presence of the donor.
4. The STT invites the donor to insert the saliva testing device into the donor's mouth for the time it takes to secure a proper specimen.
5. The STT reads the result the saliva testing device produces and records the test result on the alcohol testing form after showing the results to the donor.
6. The STT completes the part of the alcohol testing form that is to be completed after the donor provides a saliva sample, and asks the donor to do so as well.
7. If the test result shows an alcohol level that is less than 0.020 grams of alcohol in 100 millilitres of saliva or an equivalent concentration in other units, the STT informs the donor that there is no need to

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conduct any further testing and reports the result in a confidential manner to the DLCMCR / DCR. While the initial communication need not be in writing, the STT must subsequently provide a written report of the test results to the DLCMCR / DCR.

8. If the test result shows an alcohol level that is equal to or greater than 0.020 grams of alcohol in 100 millilitres of saliva or an equivalent concentration in other units, the STT informs the donor of the need to conduct a confirmation test.

Breath Alcohol Testing - Confirmation

1. If a breath alcohol testing device was used for the screening test, an evidential breath alcohol device must be used to conduct the alcohol confirmation test. If a saliva testing device was used for the screening test, the confirmation test must use an evidential breath alcohol testing device.
2. The BAT advises the donor not to eat, drink, put anything into his or her mouth or belch before the confirmation test is complete.
3. The confirmation test must start not less than fifteen (15) minutes and not more than thirty (30) minutes after the completion of the screening test. If the confirmation test cannot begin within thirty (30) minutes, the elapsed time and the reason must be documented on the alcohol testing form.
4. The BAT and the donor complete those parts of the alcohol testing form that is to be completed before the donor provides a breath sample.
5. The BAT opens a new individually wrapped or sealed mouthpiece in the presence of the donor and inserts it into the breath testing device in the prescribed manner.
6. The BAT explains to the donor how to provide a breath sample and asks the donor to provide a breath sample.
7. The BAT reads the test result on the device and shows the donor the result displayed. If the confirmation test result is equal to or in excess of 0.040 grams per 210 litres of breath, the BAT will do an external calibration check (accuracy check) to ensure the device is in working order. The BAT ensures that the test result is recorded on the alcohol testing form. The BAT verifies the printed results with the donor.
8. The BAT completes the part of the alcohol testing form that is to be completed after the donor provides

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a breath sample and asks the donor to do so as well.

9. The BAT immediately reports in a confidential manner the test results to the DLCMCR / DCR. While the initial communication need not be in writing, the BAT must subsequently provide a written report of the test result to the DLCMCR / DCR.

Drug Testing - Urine

1. The donor is the person from whom a urine specimen is collected.
2. The donor is informed of the requirement to test in private and is directed (and transported if necessary) to go to a collection site or a collection site person attends the worksite.
3. The collection site person must establish the identity of the donor. Government or employer-issued identification is preferable. Positive identification by a Contractor or LCMC Representative who holds a supervisory position or is a safety person is acceptable.
4. The donor must remove coveralls, jacket, coat, hat or any other outer clothing and leave these garments and any briefcase or purse with the collection site person.
5. The donor must remove any items from his or her pockets and allow the collection site person to inspect them to determine that no items are present which could be used to adulterate a specimen.
6. The donor must give up possession of any item which could be used to adulterate a specimen to the collection site person until the donor has completed the testing process. Clear evidence of an attempt to adulterate or substitute is a refusal to test and ends the collection process.
7. The collection site person may set a reasonable time limit for providing a urine specimen.
8. The collection site person selects or allows the donor to select an individually wrapped or sealed specimen container. Either the collection site person or the donor, in the presence of the other, must unwrap or break the seal of the specimen container.
9. The donor may provide his or her urine specimen in private in most circumstances. The specimen must contain at least forty-five (45) millilitres.
10. In the event a collection is incomplete or determined to be a refusal, the collection site person must promptly document all circumstances and details regarding the collection effort and the reasons it was incomplete.

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11. The collection site person determines the volume and temperature of the urine in the specimen container.
12. The collection site person inspects the specimen and notes on the chain of custody and control form any unusual findings.
13. If the temperature of the specimen is outside the acceptable range or there is evidence that the specimen has been tampered with, the collection site person may require the donor to provide another specimen under direct observation by the collection site person or another person if the collection site person is not the same gender as the donor. Alternatively, additional steps may be required as directed by the collection site person and recognized as best practices for this specific occurrence.
14. The collection site person splits the urine specimen into two (2) specimen bottles. One bottle is the primary specimen and the other is the split specimen.
15. The collection site person places a tamper-evident bottle seal on each of the specimen bottles and writes the date on the tamper-evident seals.
16. The donor must initial the tamper-evident bottle seals to certify that the bottles contain the urine specimen the donor provided.
17. The donor and the collection site person complete the custody and control form and seal the specimen bottles and the laboratory copy of the chain of custody and control form in a plastic bag.
18. The collection site personnel arrange to ship the two (2) specimen bottles to the laboratory as quickly as possible.
19. The laboratory to which the samples are shipped must be the holder of a certificate issued by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the United States Department of Health and Human Services (DHHS) under the National Laboratory Certification Program.
20. The laboratory must use chain of custody procedures to maintain control and accountability of urine specimens at all times.
21. Laboratory personnel inspect each package and the enclosed specimens for evidence of possible tampering, and note evidence of tampering on the specimen forms.
22. Laboratory personnel conduct validity testing to determine whether certain adulterants or foreign

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substances were added to the urine specimen.

23. Laboratory personnel conduct an initial screening test on the primary specimen for the drugs set out in the Drug and Alcohol Work Rules (section 7) of the Standard, using established immunoassay procedures. No further testing is conducted if the initial screening test produces a negative test result.
24. Laboratory personnel conduct a confirmation test on specimens identified as positive by the initial screening test. The confirmation test uses approved analytical methods that combine chromatographic separation and mass spectrometric identification.
25. A certifying scientist reviews the test results before certifying the results as an accurate report.
26. The laboratory reports the test results on the primary specimen to the company's medical review officer (MRO) in confidence.
27. If the laboratory reports a positive, adulterated, substituted or invalid result, the MRO attempts to conduct a verification interview with the donor to allow the donor the opportunity to discuss the results and present any legitimate medical explanation. Once the interview is complete, the MRO reports to the DLCMCR / DCR whether the test result is negative, negative with a safety advisory, refusal to test and why, cancelled with or without further direction, or positive. A safety advisory indicates a medical clearance is required prior to performing safety-sensitive duties in accordance with the job description and job environment.
28. A Worker who has received notice from the MRO that they have tested positive may ask the MRO within seventy-two (72) hours of receiving notice that they have tested positive to direct another laboratory to test the split specimen.
29. The laboratory reports the test results on the split specimen to the company's MRO in confidence.

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APPENDIX B: SUBSTANCE ABUSE EXPERT/PROFESSIONAL (SAE/SAP)

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Substance Abuse Expert/Professional (SAE/SAP)

Overview and Criteria

The function and responsibility of the SAE/SAP is to protect the safety and health of the client, their co-workers and the worksite by professionally assessing clients who have sought or are referred for assessment. The SAE/SAP assessment includes a determination of addiction or dependency, or lack thereof, and recommendations for treatment and/or education (which may include a variety of counselling and in-patient treatment), follow-up evaluation, follow up testing, return to work conditions, and aftercare, as required and appropriate.

The SAE/SAP is a health care professional who is a licensed physician, a licensed or certified social worker, a licensed or certified psychologist, or an addictions counsellor with over five (5) years' experience assessing substance abuse disorders. He or she has knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders, has been certified to administer and interpret recognized psychometric tests specific to the addictions field, has an understanding of the safety implications of substance use and abuse, and has knowledge of the role and responsibilities of an SAE/SAP.

Assessment

Consistent with established standards of care in clinical practice related to addictions, the SAE/SAP must conduct a face-to-face assessment of the client. The assessment must include a standard psychosocial history, the use of valid psychometric assessments for drug and alcohol abuse, an in-depth drug and alcohol use history (with information regarding onset, duration, frequency and amount of use; substance(s) of use and choice; emotional and physical characteristics of use; associated health, work, family, personal and interpersonal problems), and a current mental status.

The SAE/SAP, where applicable, may consult with the Medical Review Officer (MRO) who verified the client's positive test results and discuss the results, the substance concentration levels (if available) and any other pertinent medical information disclosed during the MRO's verification interview with the client.

Where possible and practical, consultation with relevant health care providers/professionals, co-workers, supervisors and managers, family and any additional sources of information to assist the SAE/SAP in compiling a complete picture of the client's substance use/abuse is recommended. Before contacting

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external resources, the SAE/SAP must have the client complete a consent form for release and sharing of such information.

The assessment report to the employer should include:

- Diagnosis/outcome information specifically functional and/or cognitive abilities, limitations or concerns; safety risk concerns; accommodation requirements, if any
- Treatment recommendations including counselling; educational requirements; participation at in-patient, out-patient, private or community addiction treatment programs; drug and alcohol testing; and any other programs or resources to assist the client in addressing the substance addiction or dependency and supporting them in the return-to-work process
- A treatment plan with timelines to be successfully complied with prior to the client becoming eligible for follow-up evaluation and subsequent return to work
- Any additional information deemed relevant and appropriate by the SAE/SAP in supporting the client's treatment and successful return to work.

The assessment by the SAE/SAP shall be provided in a confidential written report to the employer - the DLCMCR and/or the DCR as appropriate – the bargaining agent, the client, and a case manager where relevant, advising of the SAE/SAP's determination regarding the client's substance addiction or dependency and the of the level of assistance the client requires.

Treatment Referral

As a result of the assessment, the SAE/SAP will make recommendations regarding education and treatment programs, based on individual client need and geographic availability. The SAE/SAP will facilitate the referral by making contact with the recommended program or programs, and shall forward the treatment plan with diagnostic determinations to the treatment provider(s), with the client's consent.

Identification of formal case management referral and responsibility consistent with best practices is recommended wherever possible and practical to ensure continuity of care and compliance with the required treatment and educational programs.

If treatment is ongoing, the employer may require monthly progress notes from identified treatment providers until a final evaluation is completed by the SAE/SAP. These progress notes are to confirm regular attendance and active participation in the treatment plan.

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Follow-up Evaluation

Following prescribed treatment and/or education, the SAE/SAP will evaluate the client prior to return to work.

Alternatively, if the client is able to return to work while undergoing treatment and/or education, the SAE/SAP shall evaluate the client's commitment to and success in following the treatment and/or education plan within a reasonable timeframe upon return to work. This is conditional on the SAE/SAP first determining the client is not a safety risk to themselves, co-workers or the workplace.

The SAE/SAP will gauge the client's success in meeting the objectives of the prescribed treatment and/or education plan. The client's ability to successfully demonstrate compliance with the initial treatment and education recommendations will be determined in a clinically based follow-up evaluation. The SAE/SAP will also base the determination on written reports and personal communication with the respective treatment and/or education program professionals.

The SAE/SAP will prepare a report for the client, the DLCMCR and/or the DCR, and the bargaining agent as appropriate, setting out the clinical determination as to the client's success in meeting the objectives of the treatment plan. This report will include the client's continuing care needs in respect to specific treatment, aftercare, support group services recommendations and a follow-up testing plan, as recommended by the SAE/SAP.

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APPENDIX C: TREATMENT AND ASSESSMENT RESOURCES

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Treatment and Assessment Resources

Employee Assistance Program (EAP)

Check with your employer's Occupational Health Representative to determine availability and access.

Nalcor Energy Occupational Health

For Nalcor Energy and Newfoundland and Labrador Hydro Employees only.

Extended Health Benefits

Check with your employer to determine if you have additional medical coverage which may include:

- psychologist, social worker, occupational therapist, etc.

Private Residential Treatment Centre

Crosbie House, New Minas, NS: 1-866-681-0613 (24/7)

Serenity on the Rock, Shoal Brook, NL: 1-866-813-7625

Problem Gambling Help Line: 1-888-347-8888 (24/7)

Newfoundland and Labrador Department of Health and Community Services provincial website:

www.addictionhelpnl.ca or www.health.gov.nl.ca/health/mentalhealth or

www.health.gov.nl.ca/health/addictions/services.html and/or by phoning 1-888-737-4668.

A range of community-based treatment and intervention services is available including: outpatient counselling, adult residential treatment services, adolescent day treatment, detox, opioid treatment centre, crisis support.

- **Provincial Mental Health Crisis Line**

Local (St. John's): (709) 737-4668

Toll Free: 1-888-737-4668

- **Problem Gambling Helpline (24 Hour)**

Toll Free: 1-888-899-4357 (HELP)

- **Humberwood Treatment Centre (Corner Brook)**

Tel: (709) 634-4506

- **Recovery Centre (St. John's)**

Tel: (709) 752-4980

- **Mobile Crisis Response Team (St. John's Region)**

Toll Free: 1-888-737-4668

- **Psychiatric Assessment Unit (PAU; St. John's)**

Tel: 709-777-3021 or 709-777-3022

- **Central Intake for Child and Adolescent Mental Health and Addictions Services (St. John's)**

Tel: (709) 777-2200

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Location	Contact Number
Eastern Health http://www.easternhealth.ca/OurServices.aspx?d=1&id=158&p=74	
St. John's	709.752.4919
Conception Bay South	709.834.7906
Shea Heights	709.752.4313
Bell Island	709.488.2701
Bonavista	709.468.5204
Portugal Cove	709.895.7056
Torbay	709.437.2210
Trepassey	709.438.2802
Ferryland	709.432.2931
Witless Bay	709.334.3944
Clarenville	709.466.5700
Harbour Grace	709.945.6581
Burin	709.891.5030
Bay Roberts	709.786.5219
Whitbourne	709.759.3362

Location	Contact Number
Central Health http://centralhealth.nl.ca/mental-health-addictions-services/	
Gander	709.256.2813
Grand Falls	709.489.8180
Lewisporte	709.535.0906
New-Wes-Valley	709.536.2405
Sringdale	709.673.4314
Western Health http://westernhealth.nl.ca/index.php/programs-and-services/services-a-z/mental-health	
Corner Brook	709.634.4506
Port Aux Basque	709.639.5918
Stephenville	709.643.8720
Deer Lake	709.635.7830
Burgeo	709.886.2185
Norris Point	709.458.2381
Cow Head	709.247.2625
Port Saunders	709.861.9125
Labrador-Grenfell Health http://www.lghealth.ca/index.php?page id=91	
Goose Bay	709.897.2343
Labrador City	709.944.9251
St. Anthony	709.454.0262
Port Hope Simpson	709.960.0271 Ext.230