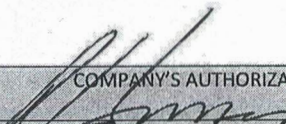
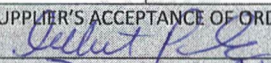
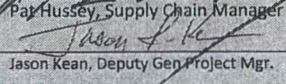


PURCHASE ORDER
Lower Churchill Project

PAGE 1
ISSUED DATE: 07-Jan-2016

PURCHASE ORDER: CT0355-030-003 Inland Trucking Services			
COMPANY: Labrador-Island Link Limited Partnership	TOTAL PRICE: Not to Exceed: \$425,000.00 CUR: CAD Taxes Extra	ALL COMMUNICATIONS TO: Labrador-Island Link Limited Partnership 350 Torbay Road, Suite 2 St. John's, NL A1A 4E1 Lisa Paul –Buyer E-mail: LisaPaul@lowerchurchillproject.ca Tel: (709) 778-6682	
SUPPLIER: Christopher's Trucking Ltd. Main Street Forteau, NL AOK 2P0	ATTACHMENTS LISTED IN ORDER OF PRECEDENCE <i>The Agreement Documents are comprised of this Purchase Order (the "PO") and the following documents (attached hereto unless otherwise indicated), as well as any document referenced therein, all of which by this reference are made part hereof:</i>	MAIL INVOICES TO: Labrador-Island Link Limited Partnership 350 Torbay Road, Suite 2 St. John's, NL A1A 4E1 Attention: Accounts Payable – Lower Churchill Project	
CONTACT: Delbert Pike TELEPHONE: 709-931-2211 EMAIL: dispatch@christopherstrucking.ca		DELIVER EQUIPMENT/MATERIALS TO: Delivery locations as listed in Scope of Work and Schedule of Price Breakdown	
PRICE TYPE: Unit Price PAY TERMS: Net 30 Days SHIP POINT: Argentia Marshalling Yard, NL	a) Purchase Order Terms and Conditions (LCP-PT-MD-0000-SC-FR-5000-01 Rev. B1) b) Exhibit 1-Scope of Work c) Exhibit 2- Compensation, including Appendix A Schedule of Price Breakdown d) Exhibit 3-Company Supplied Documents		
COMPANY'S AUTHORIZATION		SUPPLIER'S ACCEPTANCE OF ORDER (RETURN SIGNED COPY)	
SIGNATURE  Pat Hussey, Supply Chain Manager	Date 7 Jan 2016 dd-mmm-yyyy	SIGNATURE  DELBERT PIKE	DATE 08-01-2016 dd-mmm-yyyy
SIGNATURE  Jason Kean, Deputy Gen Project Mgr.	Date 7 JAN 2016 dd-mmm-yyyy	Supplier shall return acceptance copy of this Purchase Order document within (10) ten days to signify acceptance of the order. Acceptance shall only be signified by return of the acknowledgement copy. No other alternative document is acceptable.	

PURCHASE ORDER

Lower Churchill Project

ISSUED DATE: 07-Jan-2016

PURCHASE ORDER: CT0355-030-003- Inland Trucking Services**General Instructions to Supplier**

- All invoices must contain Purchase Order number, item number, quantity, description.
- All invoices to be accompanied by Company and Receiver signed Bill of Lading, for receipt of each load being invoiced.
- Bill of Lading to include the following information:
 - i. Date and time
 - ii. Description of load detail
 - iii. Unique Bill of Lading number
 - iv. VMS Number (Company assigned number)
- All correspondence shall be drawn up in the English language.
- All correspondence to Company via letter, e-mail must contain package number, package name and PO number in the subject line.

Dispatch Instructions

Company's Marshalling Yard Representative(s) will be responsible for communication pertaining to point to point delivery, requests for truck engine and/or trailer requirements.

Initial requirements will be ad hoc, round trip, point to point delivery. Additional options, including truck engine and/or trailer rental may be utilized at later a date. Contractor is to be aware that in the event of unforeseen circumstances, access to Drop Points may not always be available. This may result in truck downtime for which there is no 'additional' compensation.

Inspection

All tractors shall be subject to pre-use inspection, by Company, upon first arrival at Marshalling Yard.

Terms of Payment

Supplier shall invoice Company in accordance with the attached Purchase Order Terms and Conditions LCP-PT-MD-0000-SC-FR-5001-01 Rev. B1 (1 page).

Net 30 Days upon receipt of correct invoice and any required backup. Failure to do so may result in rejection of the invoice.

Effective Date

This Purchase Order is issued to cover Inland Delivery Services for the following period **06-Jan-2016** to **01-June-2017**

Note: The total price of this Purchase Order is an estimated value and is not a firm commitment. The total value of the Purchase Order will be dependent on the actual number of trailer loads/return with empty trailers that are required by Company. This value is subject to Change.

PURCHASE ORDER TERMS AND CONDITIONS

1. GENERAL

Time is of the essence.

AGREEMENT includes this **PURCHASE ORDER**, the **SPECIFICATIONS**, any **DRAWINGS** and any other documents attached hereto, with document precedence in the order named.

Communications and documentation shall be in English. Measurement units shall comply with **SPECIFICATIONS**.

AGREEMENT binds and benefits both parties hereto, and their successors and permitted assigns.

AGREEMENT shall be governed by the laws of Newfoundland and Labrador and any action or proceeding arising from this **AGREEMENT** shall be determined exclusively by a court in Newfoundland and Labrador.

COMPANY is entering into this **AGREEMENT**, and Contractor acknowledges that Company is entering into this Agreement, solely in its own right and not on behalf of Nalcor Energy.

2. DEFINITIONS

CHANGE means any modification, addition, deletion or variation to the quantity or quality of the **WORK**, or to a schedule for performance of **SUPPLIERS'** obligations under this **AGREEMENT**.

CHANGE ORDER means an order or directive for a **CHANGE** issued and signed by **COMPANY**.

COMPANY means the issuer of the **PURCHASE ORDER** and its successors and assigns.

CONTRACT PRICE means a sum of money specified in this **AGREEMENT** being the consideration for the satisfactory performance of the **WORK** by **SUPPLIER** in accordance with this **AGREEMENT**.

PURCHASE ORDER means this document entitled "Purchase Order Terms and Conditions" and the cover page to this document.

SPECIFICATIONS means the requirements for the **WORK** set out in Exhibit 1 – Scope of Work.

SUPPLIER means the entity named as Supplier on the **PURCHASE ORDER** and includes its subcontractors and agents.

GOODS means all goods, products and manufactured articles to be supplied and delivered by **SUPPLIER** to **COMPANY** as specified under this **AGREEMENT**.

WORK means supply of specified labour, equipment, materials, **GOODS** and services.

3. PRICING AND PAYMENT TERMS

Prices shall be in the currency and at the rates specified in this **AGREEMENT**. Unless otherwise provided elsewhere in this **AGREEMENT**, payment by **COMPANY** shall be net thirty (30) days from **COMPANY'S** receipt of a properly documented and supported invoice, subject to **SUPPLIER'S** delivery of **GOODS** and/or performance of the **WORK** in accordance with all of the requirements of this **AGREEMENT**. **SUPPLIER'S** acceptance of final payment, releases **COMPANY** from claims of and liability to **SUPPLIER** for **COMPANY'S** acts, omissions or neglect. Invoices shall separately identify the amounts of federal GST/HST.

4. PURCHASE ORDER CHANGES

CHANGES shall be made by duly authorized written **CHANGE ORDER**.

5. GOODS AND EQUIVALENTS

GOODS shall meet Specifications, be in proper working condition and free from defects and deficiencies, be of standard proven contemporary design (not prototype) and be new, unless otherwise approved by **COMPANY** in writing. Equivalents approved by **COMPANY** in writing are acceptable.

6. DELIVERY

GOODS shall be delivered in accordance with the delivery terms (Incoterms latest edition) to the delivery address and on or before the ship date stated in the **PURCHASE ORDER**. Delivery occurs when **COMPANY** signs for receipt.

7. SHIPPING AND INSURANCE

SUPPLIER shall adequately protect **GOODS** against damage until delivery, and bear costs of loss or damage. Itemized packing slip shall accompany each shipment. **SUPPLIER** shall provide insurances as per this **AGREEMENT**.

8. ENVIRONMENTAL PROTECTION

COMPANY uses an "Environmental Management System" (EMS) registered to the ISO 14001 Standard. **COMPANY** has an environmental policy that commits to compliance with legal and other requirements, prevention of pollution and continual improvement. **SUPPLIER** must be aware of potential environmental impacts of **GOODS** or **WORK** provided. **SUPPLIER** shall protect the environment of the areas where the **WORK** is located. **WORK** shall be subject to inspection by **COMPANY** and relevant provincial and federal governments. Specific matters relating to environmental protection shall be dealt with between **SUPPLIER** and **COMPANY**.

9. HAZARDOUS OR CONTROLLED PRODUCTS

SUPPLIER shall not deliver or use a hazardous or controlled product as defined by the *Hazardous Products Act* of Canada unless such product has a WHMIS label attached and is supplied with a Material Safety Data Sheet (MSDS). **SUPPLIER** shall inform workers of all information concerning use, storage and handling of, or working in proximity to, hazardous or controlled products.

10. PERMITS

Unless otherwise provided for in the **SPECIFICATIONS**, **SUPPLIER** shall obtain

and pay for all permits and licences and shall give all notices necessary or required for lawful performance of **WORK**.

11. WORKMANSHIP

SUPPLIER shall employ competent and skilful workers and provide best workmanship.

12. SAFETY AND HEALTH

SUPPLIER shall comply with legislated occupational health and safety requirements, and any **COMPANY** specified additional requirements.

13. INSPECTION AND ACCEPTANCE

GOODS shall be subject to inspection and test by **COMPANY** during manufacture, if specified, and upon delivery, if specified. If the **SPECIFICATIONS** are not met, **GOODS** may be rejected and returned at **SUPPLIER'S** expense.

14. TITLE AND WARRANTY

SUPPLIER shall provide **COMPANY** with good and clear title to **GOODS** and shall indemnify and save harmless **COMPANY** from and against any and all claims, damages, loss, costs and expenses arising from any title dispute.

Unless otherwise specified in the **SPECIFICATIONS**, **GOODS** shall be guaranteed as to compliance with the requirements under Article 5 herein for a period of thirty-six (36) months following **COMPANY'S** acceptance of such **GOODS**. **SUPPLIER** agrees to promptly remedy defects, deficiencies and/or non-compliances with Article 5, and to restore **GOODS** to proper working condition, and be responsible for associated freight charges, all without cost to **COMPANY**. Restored parts of **GOODS** shall be guaranteed for a further period equal to the original guarantee period and commencing from date of restoration. This guarantee shall be in addition to **COMPANY'S** other rights.

SUPPLIER warrants against faulty workmanship, defects or deficiencies in the **WORK** (other than the **GOODS**) until one (1) year from the date of completion of all the **WORK**.

15. INTELLECTUAL PROPERTY

SUPPLIER shall indemnify and save harmless **COMPANY** from all claims, costs and damages arising from **COMPANY'S** use of **GOODS** provided by **SUPPLIER** resulting from or contributed to by infringement, or alleged infringement, upon any patent, trademark, copyright or other intellectual property. **SUPPLIER** grants to **COMPANY** and its respective affiliates worldwide, a non-exclusive, royalty-free, irrevocable, non-transferable license to use any of its intellectual property rights necessary for the use, operation and maintenance of the **GOODS** and for the purposes of interfacing the Goods with equipment supplied by third parties.

16. PERFORMANCE

In the performance of its obligations under this **AGREEMENT**, **SUPPLIER** is an independent contractor and neither **SUPPLIER** nor **SUPPLIER'S** personnel shall be employees of **COMPANY**. **SUPPLIER** shall be responsible for all acts and omissions of **SUPPLIERS'** subcontractors, employees and agents.

17. SUBCONTRACTS AND ASSIGNMENTS

SUPPLIER shall not assign this **AGREEMENT** and shall supply **GOODS** and render invoices, unless otherwise authorized by **COMPANY**. **SUPPLIER** shall be responsible for payment of all assessments for levies relating to **WORK** performed by employees, agents or subcontractors of **SUPPLIER**.

18. NO WAIVER

Agreement provisions may only be waived by **COMPANY**, in writing.

19. DUTIES AND TAXES

Prices shall include all duties and taxes except federal GST/HST. Unless otherwise provided for elsewhere in this **AGREEMENT**, **SUPPLIER** will be the importer of record.

If applicable, non-resident withholding tax will apply, unless **SUPPLIER** has provided a waiver from Canada Revenue Agency.

20. FORCE MAJEURE

Neither party to this **AGREEMENT** shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure. "Force Majeure" means acts of God, acts of public enemies, acts of a competent governmental authority which could not have been avoided by the exercise of reasonable human foresight and skill, and includes any other cause which could not have been avoided by the exercise of reasonable human foresight and skill.

21. TERMINATION

COMPANY shall have the right, in its sole discretion, upon written notice to **SUPPLIER**, to terminate this **AGREEMENT** in whole or in part without being subject to a claim for damages for such termination.

SUPPLIER'S obligations as to **WORK** performed and bona fide obligations assumed prior to termination shall continue after termination; and as full compensation, **SUPPLIER** will be paid for **WORK** performed to **COMPANY'S** satisfaction prior to termination and cancellation expenses judged necessary by **COMPANY**. Total payments shall not exceed the **CONTRACT PRICE**.

EXHIBIT 1
SCOPE OF WORK



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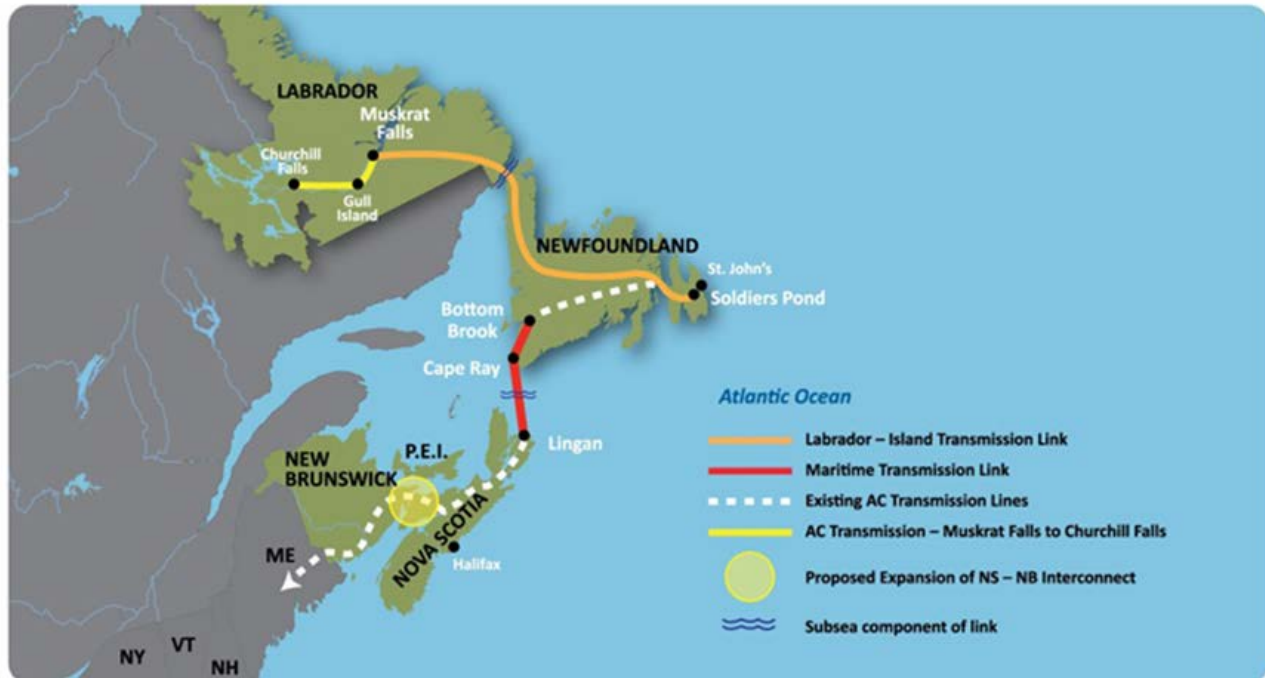
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1 GENERAL

1.1 Project Introduction

The Churchill River in Labrador is a significant source of renewable, clean electrical energy; however, the potential of this river has yet to be fully developed. The existing five thousand four hundred twenty-eight (5,428) MW Churchill Falls generating station, which began producing power in 1971, harnesses about sixty-five percent (65%) of the potential generating capacity of the river. The remaining thirty-five percent (35%) is located at two (2) sites on the lower Churchill River, known as the Lower Churchill Project. The LCP, one of the Company's five (5) lines of business, is the most attractive undeveloped hydroelectric project in North America.



The Lower Churchill Generation Project's two (2) proposed installations, Gull Island and Muskrat Falls, will have a combined capacity of 3,074 MW and can provide sixteen point seven (16.7) terawatt hours of electricity per year. The proposed eleven hundred (1,100) kilometres high voltage direct current (HVdc) link will be the first of its kind in Newfoundland and Labrador and will be constructed from the central region of Labrador down to Newfoundland's Avalon Peninsula.

1.2 Health, Safety and the Environment

Company places the highest priority in having a safe and healthy workplace for employees and contractors' employees and conducting all our activities in an environmentally responsible manner. Company's commitment is to meet or exceed the standards expected of an industry leader by the community and Government, and thereby achieve an accident free and healthy workplace.

2 GENERAL SCOPE OF WORK

2.1 Description of Work – General

Except as otherwise expressly provided herein, Contractor shall supply trucking services for the C4, Overland Transmission Line materials for the high voltage direct current (HVdc) transmission line located on the island portion of Newfoundland & Labrador, Canada. Contractor will deliver Project Material's from the LCP Marshalling Yard located in Argentia, Newfoundland and Labrador to the LCP appointed Constructor which will have smaller delivery locations set up at various drop points across the island.

The Contractor will endeavor to provide the Services to allow inland transport of Project materials to move on time, safely, in compliance with local laws and regulations and in an effective manner.

2.2 Inland Trucking Services

Contractor shall provide inland trucking services for the Project. The Contractor will act as the principal, fully responsible for the services in accordance with and subject to the provisions of the Agreement. The Inland Trucking services will commence approximately January 2016 and run through to June 2017.

The Inland Trucking services will include (but not necessarily limited to) the inland transport of material and equipment from LCP Argentia Marshalling Yard to drop points on the island.

Contractor shall be in a position at all times to report the progress of any movement, and shall maintain a level of reporting that will ensure all information and statistics are readily available at all times for review and analysis by Company.

2.3 Key Personnel

Contractor shall appoint personnel based on their technical competency, commitment and alignment with Company's inland transportation strategy. All key personnel in support for Company's Project team shall be fluent in spoken and written English.

Contractor shall provide qualified personnel to support the scope of work activities for the duration of the agreement. Key personnel shall consist of, as a minimum, the following:

- Project Manager / Coordinator – Responsible to manage trucking fleet, drivers, maintenance and must ensure all Contractor personnel adhere to Project Health and Safety policies.
- Drivers – Contractor's shall provide qualified and experience truck drivers. Drivers will be responsible to ensure loads are properly secured on the trailers, delivery of material and follow provincial transport rules and regulations.

Contractor shall have personnel available to work weekends and holidays if required.

3 DETAILED SCOPE OF WORK

3.1 Description of Inland Trucking Services

The Services to be provided by Contractor shall include, but not limited to the following:

- Contractor will be responsible for receiving, at the LCP Marshalling Yard in Argentia, NL from LCP, and then hauling to the designated location specified by LCP. Delivery Locations are identified in section 3.2 below.
- Contractor will be responsible for providing all equipment necessary to receive Project materials and equipment from the Argentia Marshalling Yard and deliver to the designated locations. Specifically Contractor will provide:
 1. Truck engines that have 70,000 lbs payload capacity and be no older than 4 years.
 2. Drivers for each truck engine to be utilized.
 3. Truck maintenance to include the following:
 - a. Preventive Maintenance at 15,000 kms
 - b. Full Maintenance at 40,000 kms
 - c. Annual Motor Vehicle Inspection
 - d. Daily safety checks
 4. Fuel included
 5. Insurance covering Contractor equipment and personnel.
 6. All trucks to be equipped as follows:
 - a. Have satellite tracking systems capability
 - b. Equipped with sleeper units
 - c. Satellite / cellular phones in truck

In addition, Contractor must, at a minimum, meet the following requirements:

- Observe all provincial regulations governing the necessary and prescribed modes of transportation;
 - If required, Contractor will be responsible to obtain any provincial road permits.
 - Contractor will be responsible for implementing an effective communication plan between Contractor, Contractor equipment, Constructor and LCP personnel at the Argentia Marshalling Yard.
 - Contractor to ensure material is tied down on Company Construction Contractor's supplied trailers. Contractor to provide proper tie down material (nylon slings or chains depending on type of load) to ensure each load can be secured properly, protected and transported safely.
-

- Contractor will be responsible for providing all adequate and competent labor including but not limited to drivers and mechanics.
- Contractor will provide all necessary safety material and equipment for the Services, including but not limited to hard hats, safety goggles, gloves, safety vests, proper work boots, fire extinguishers, cones and flags.
- Contractor to provide all fleet maintenance on trucks as prescribed by Contractor. Contractor will be required to provide monthly maintenance logs to LCP.
- Contractor to provide fuel and insurance for truck fleet.
- Contractor will issue a truck bill of lading for each load that is hauled. Contractor will ensure that each truck bill of lading is signed off by Constructor once Project materials and equipment are delivered. Contractor will provide a copy of each bill of lading to Company and will keep records of each signed bill of lading.
- Contractor will be required to drop full trailers at the identified delivery location and pick up empty trailers (pin to pin operation) and return LCP Marshalling Yard in Argentina, NL. On occasion Contractor may be required to travel to specified drop point without a load to pick up empty trailers.
- Company will identify the Project material and equipment to be loaded on a daily basis.
- Company will provide dunnage for Project material and equipment loading.
- Company will be responsible to load trailers.
- Project work hours may be up to seventy hours per week, Monday to Sunday.
- Others: be prepared to provide timely, prompt, flexible, secure cost effective support to the Company in connection with the Services under the Contract to meet necessary strategy and services changes that may be required from time to time under the Contract. Services outside of the Scope of Services will be addressed in accordance with the provisions provided elsewhere in the Contract documents.

3.2 Delivery Locations

LCP anticipates the following delivery locations where material will be transported. Exact address for delivery will be confirmed prior to start of work and is anticipated to be within a five (5) kilometre radius of the sites listed below:

- Plum Point
 - Hawkes Bay
 - Birchy Narrows
 - Grand Falls – Windsor
 - Clarenville
 - Ocean Pond
-

3.3 Insurance

The Lower Churchill Project will, at time of shipment, hold and have in place project specific cargo insurance. Contractor will be made aware of such policies and further insurances will not be required.

In the event that cargo insurance is not in place at time of shipment, Company may request Contractor to make the necessary arrangements to ensure such facilities are put in place.

EXHIBIT 2
COMPENSATION

1.0 GENERAL

- 1.1 Company shall compensate Contractor for the Work, in accordance with the provisions of this Agreement. Subject to any additional compensation pursuant to a Change Order, only those lump sum amounts, unit rates and prices specifically identified in this Exhibit 2 shall be paid by Company to Contractor for the Work and costs not specifically identified in this Exhibit 2 are deemed to be included in such lump sum amounts, unit rates and prices for the Work. Company does not guarantee a minimum or a maximum amount of Work.
- 1.2 All lump sum amounts, unit rates and prices stated in this Exhibit 2 shall be fully inclusive of all amounts, rates and prices for Contractor's performance of the Work and all of its obligations under this Agreement.
- 1.3 No payment in excess of the Contract Price will be made without a formal Change Order to the Agreement.
- 1.4 Invoices shall be issued by Contractor in accordance with Article 3 of the Purchase Order Terms and Conditions and Exhibit 2 – Compensation

2.0 UNIT PRICES

- 2.1 The following provisions in this Section 2 apply only to Work completed on a unit price basis.
- 2.2 Where applicable, full compensation for unit price Work shall be determined in accordance with the unit prices set forth in Appendix A - Schedule of Price Breakdown of this Exhibit 2, or as otherwise agreed in writing between Company and Contractor (the "Unit Prices").
- 2.3 Measurement of any Work items paid on a unit price basis shall be undertaken on a monthly basis (or as otherwise required by Company) by Contractor and Company. Such measurement shall form the basis of all progress and final payments for such Work items. Only Accepted unit price measurements shall form the basis of invoices of Contractor.
- 2.4 Unless otherwise specifically stated, all Unit Prices shall be complete and inclusive of all costs required for the Work.
- 2.5 Contractor shall advise Company in writing when it has expended seventy-five percent (75%) of the total estimated price for such Work as stated in this Exhibit 2.

3.0 CHANGES

Whenever possible, Changes will be evaluated and agreed by the Parties on a lump sum or unit rate basis. In the event that the Parties cannot agree on a lump sum or unit rate price for a Change, Contractor will present Company with a cost estimate of the Change, based on the rates and prices in Appendices A- Schedule of Price Breakdown of this Exhibit 2. Where Changes are carried out on a reimbursable basis, Contractor shall ensure that it provides a copy of the associated Change Order, along with all documentation necessary which clearly supports the charges submitted for payment and clearly demonstrates achievement of criteria, progress of the Change Work, or achievement of the Milestones contained therein, as the case may be.

Where any Work relating to a Change is performed without agreement between Company and Contractor on a price for such Work, the adjustment to the Contract Price shall be in accordance with the provisions of the Purchase Order Terms and Conditions.

Rates and prices outlined in Appendices A - Schedule of Price Breakdown of this Exhibit 2 will apply for both increases and decreases in the Work.

APPENDIX A

SCHEDULE OF PRICE BREAKDOWN

Item	Description	UOM	Unit Rate
1	Monthly Cost to Lease Truck Engine. Cost to include Driver, Fuel, Insurance, and Maintenance.	Month /Engine	\$30,735.00
2A	Cost Per Round Trip for Loaded Trailers from Argentia Marshalling Yard to Plum Point , Return to Argentia Marshalling Yard with Empty Trailer.	Each	\$3,240.00
2B	Cost Per Round Trip for Loaded Trailers from Argentia Marshalling Yard to Hawkes Bay , Return to Argentia Marshalling Yard with Empty Trailer.	Each	\$3,140.00
2C	Cost Per Round Trip for Loaded Trailers from Argentia Marshalling Yard to Birchy Narrows, Return to Argentia Marshalling Yard with Empty Trailer.	Each	\$2,260.00
2D	Cost Per Round Trip for Loaded Trailers from Argentia Marshalling Yard to Grand Fall-Windsor , Return to Argentia Marshalling Yard with Empty Trailer.	Each	\$1,590.00
2E	Cost Per Round Trip for Loaded Trailers from Argentia Marshalling Yard to Clareville , Return to Argentia Marshalling Yard with Empty Trailer.	Each	\$790.00
2F	Cost Per Round Trip for Loaded Trailers from Argentia Marshalling Yard to Ocean Pond , Return to Argentia Marshalling Yard with Empty Trailer.	Each	\$580.00
3A	Cost for Truck Engine from Argentia Marshalling Yard to Plum Point to pick up Empty Trailer and return to Argentia Marshalling Yard	Each	\$3,020.00
3B	Cost for Truck Engine from Argentia Marshalling Yard to Hawkes Bay to pick up Empty Railer and return to Argentia Marshalling Yard	Each	\$2,090.00
3C	Cost for Truck Engine from Argentia Marshalling Yard to Birchy Narrows to pick up Empty Trailer and return to Argentia Marshalling Yard	Each	\$2,090.00

Item	Description	UOM	Unit Rate
3D	Cost for Truck Engine from Argentia Marshalling Yard to Grand Falls Windsor to pick up Empty Trailer and return to Argentia Marshalling Yard	Each	\$1,490.00
3E	Cost for Truck Engine from Argentia Marshalling Yard to Clarendville to pick up Empty Trailer and return to Argentia Marshalling Yard	Each	\$740.00
3F	Cost for Truck Engine from Argentia Marshalling Yard to Ocean Pond to pick up Empty Trailer and return to Argentia Marshalling Yard	Each	\$500.00
4	Cost for Monthly Rental of Trailers	Month/ Trailer	1,950.00
5	Cost for the Provision of Tarps per Load (to be utilized on case by case basis)	Each	\$250.00

EXHIBIT 3
COMPANY SUPPLIED DOCUMENTS

This Exhibit contains a listing of documents that forms an integral part of this Agreement. Contractor shall be knowledgeable with all documentation and data listed herein.

Document No.	Title	Rev
LCP-PT-MD-0000-LR-SD-0001-01	Standard for Drug and Alcohol	B1
LCP-PT-MD-0000-HR-SD-0003-01	Code of Business Conduct and Ethics	B1

Lower Churchill Management Corporation



DRUG AND ALCOHOL STANDARD

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

<p>Comments:</p> <p>Rev B3 incorporates wording to ensure clarity in the obligations of LCMC and the Contractor as it relates to implementation of this Standard.</p>	<p>Total # of Pages: (Including Cover):</p> <p>48</p>
--	--

B3	09-SEP-2015	Re-Issued for Use	J. Kean	D. Riffe	D. Green	R. Power
B2	29-Sep-2014	Re-Issued for Use	Char Puddy	Dave Riffe	David Green	Ron Power
B1	10-Aug-2013	Issued for Use	C. Roswell	L. Clarke	G. Fleming	Ron Power
Status / Revision	Date	Reason for Issue	Prepared by	HSSER Manager Approval	Quality Assurance Approval	General PM Approval

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DRUG AND ALCOHOL STANDARD		
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Inter-Departmental / Discipline Approval (where required)

Department	Department Manager Approval	Date
Sr. Labor Relations Advisor	<i>Brian Crowley</i> D. Clark	
Corporate Interface Manager	<i>Brian Crowley</i> B. Crowley	
Project Director	<i>P. Harrington</i> P. Harrington	<i>8/14 Sept 2015.</i>

DRUG AND ALCOHOL STANDARD		
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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.

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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
- 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, which must be in full compliance with this Standard.

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 adopt this Standard as the basis for their Drug and Alcohol Policy for work performed on the Site.

1.3 GUIDING PRINCIPLES

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;

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- 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; and
- 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.

2 SCOPE

This Standard applies to all Worker 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").

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

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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)

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

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the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

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

Project Delivery Team (PDT) Members, All Project Delivery Team members, including Nalcor Energy or Newfoundland and Labrador Hydro seconded employees, and consultants engaged by LCMC to work at any 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.

Fit/Fitness for Work/Duty, in the context of this Policy and Standard, means being able to safely and acceptably perform assigned employment duties without impairment by drugs and/or 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.

Medical Review Officer (MRO) is a licensed physician 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.

Reasonable Cause/Reasonable Grounds (refer to Doc. No. LCP-PT-MD-0000-LR-FR-0002-01, Reasonable Cause / Reasonable Grounds 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,

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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 Policy 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 Positions (SSPs) refer 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 drug or alcohol impairment, 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

Site includes all Project work sites 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);

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- (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 received training specific to the Substance Abuse Expert/Professional roles and responsibilities, has knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders, and has an understanding of the safety implications of substance use and abuse, who assesses Workers who have violated a Drug and Alcohol Policy Standard and makes recommendations concerning education, treatment, follow-up testing, 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

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contracts the TPA to administer the drug and alcohol testing to meet the requirements of this Standard, which includes adhering to the standards for alcohol testing under the United States Department of Transportation (US DOT) specifications, and for drug testing under the United States Department of Health and Human Services (US DHHS) by laboratories certified under the United States Substance Abuse and Mental Health Services Administration (SAMHSA), 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.

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 (with the exception of medically directed or prescribed marijuana which is prohibited) 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 Policy.

Report any suspected breach of this Standard to a supervisor or manager.

5.2 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

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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.

5.3 CONTRACTOR

Must:

- 1) Provide a safe workplace.
- 2) Provide programs that emphasize awareness, education, and training with respect to the use of drugs and alcohol.
- 3) Ensure this Standard supports other performance management systems.
- 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.

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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
N/A	Canadian Model for Providing a Safe Workplace: A best practice of the Construction Owners Association of Alberta; Alcohol and Drug Guidelines and Work Rule, as amended from time to time (COAA Version 2 Oct 2010).
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 Cause / Reasonable Grounds Checklist

7 DRUG AND ALCOHOL WORK RULES

7.1 WORKERS OR VISITORS

While working on any of the Site, when living in accommodation at the Muskrat Falls site, or while being transported to or from the Site via transportation provided by LCMC or the Contractor, Workers or Visitors must not:

a) Use:

- i. Alcohol;
- ii. Drugs, other than those permitted under Section 7.2, "Use of Prescription and Non-Prescription Drugs", with the exception of medically directed or prescribed Marijuana which is prohibited; or
- iii. Any product or device that may be used in an attempt to tamper with any sample for a drug and alcohol test.

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b) Report to work or work with:

- i. An alcohol level equal to or in excess of 0.040 grams per 210 litres of breath;
- ii. A drug level equal to or in excess of the concentrations for the drugs set out in Table 1 and 2; 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 Section 9, "Search to Confirm Compliance" by a representative of LCMC or a Contractor related to confirming compliance with Section 7.1 (e) "possess, offer for sale, or otherwise provide];
- ii. Comply with a request to submit to a drug and alcohol test made under the provisions of this Standard. (refer to Section 10, "Testing for Compliance with Drug and Alcohol Work Rules"; 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

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

- i. Alcohol;
- ii. Drugs other than those permitted in Section 7.2, "Use of Prescription and Non-Prescription Drugs" with the exception of medically directed or prescribed Marijuana, which is prohibited; or
- iii. Drug paraphernalia; or
- iv. Any product or device that could be used to tamper with any sample for a drug or alcohol test.

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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 	2000 ng/ml	2000 ng/ml 2000 ng/ml	Tylenol #1, #2, #3, Codeine Contin, Fiorinal C ¼ , C ½; MS Contin, M-Eslon
Synthetic opiates <ul style="list-style-type: none"> • Hydrocodone • Hydromorphone 	300 ng/ml	300 ng/ml 300 ng/ml	Dimetane Expectorant DC, Novahistex DH, Tussionex Dilaudid, Hydromorph Contin
<ul style="list-style-type: none"> • Oxycodone 	300 ng/ml	300 ng/ml	Endocet, Oxy-Neo, Percocet, Percodan, Supeudol
Benzodiazepines	100 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	Adderall, Dexedrine, Ritalin 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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Table 2: ORAL Fluid 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	4 ng/ml	2 ng/ml	Pot, hash, hash oil, Mari J
Cocaine metabolite <ul style="list-style-type: none"> Cocaine or benzoylecgonine 	20 ng/ml	8 ng/ml	Coke, crack
Opiates <ul style="list-style-type: none"> Codeine Morphine Hydrocodone Hydromorphone 	40ng/ml	40 ng/ml 40 ng/ml 40 ng/ml 40 ng/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 	40 ng/ml	40 ng/ml	Endocet, Oxy-Neo, Percocet, Percodan, Supeudol
Benzodiazepines	10 ng/ml	10 ng/ml	Valium, Serax, Ativan, Xanax, Restoril, Versed
6-Acetylmorphine	4 ng/ml	4 ng/ml	Heroin
Phencyclidine	10 ng/ml	10 ng/ml	Angel dust, horse tranquilizer, PCP
Amphetamines <ul style="list-style-type: none"> Amphetamine Methamphetamine 	50 ng/ml	50 ng/ml 50 ng/ml	Adderall, Dexedrine, Ritalin Crystal Meth, Ice
MDMA <ul style="list-style-type: none"> MDMA MDA MDEA 	50 ng/ml	50 ng/ml 50 ng/ml 50 ng/ml	Ecstasy

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7.2 USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

All workers are expected to use medications in a safe and responsible manner, accordingly LCMC permits the possession or use of prescription and non-prescription drugs, with the exception of medically directed or prescribed marijuana which is prohibited, 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;
- 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; and
- d) The Worker must notify their supervisor or manager before starting work of any potentially unsafe side effects associated with the use of the prescription or non-prescription drugs and must, if requested by the supervisor or manager or DCR, provide a medical certificate in a form satisfactory to the DCR and/or the DLCMCR that the prescription or non-prescription drug does not affect the Worker's ability to safely perform their duties in a safety sensitive position (all Workers working on Site are considered to be in Safety Sensitive Positions).

The supervisor or manager, who has received notification under Section 7.2, "Use of Prescription and Non-prescription Drugs" 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 the Newfoundland and Labrador or in any other Canadian province or territory, or a country other than Canada.

8 IMPLEMENTING 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, a 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 are encouraged to seek advice 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 job performance or safety is compromised or a violation of this Standard occurs.

- a) A Worker who believes they may be unable to comply with Section 7, “Drug and Alcohol Work Rules” of this Standard 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.

a) In responding to a Worker’s request for help, a supervisor or manager must:

- i. Inform the Worker of the assistance available from one of the Site’s health and safety department, a qualified Substance Abuse Expert/Professional, EAP services if available, or provincial government addiction services; and
- ii. Encourage the Worker to utilize these services.

b) 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 treatment program for addiction, must comply with Section 7, “Drug and Alcohol Work Rules”.

c) 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 the problem or because of involvement in a treatment program. 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 abuse or dependence are strongly encouraged to participate in a structured aftercare program to maintain recovery.

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- d) A Worker requesting help for a drug and/or alcohol problem will not be disciplined unless they:
- i. Have failed to comply with Section 7, “Drug and Alcohol Work Rules”; or
 - ii. Have been requested to submit to a drug and alcohol test pursuant to this Standard or a return-to-work agreement entered into under this Standard and have tested non-negative.

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 work sites, 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. Should 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 /

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Visitor.

All Workers and Visitors, as well as their property, may be subject to search and seizure on arrival and departure 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 Section 7.1 (c) [refusal].

10.2 REASONABLE GROUNDS TESTING

A supervisor or manager of a Worker must request that a Worker submit to drug and alcohol testing under the requirements identified in Section 11, "Requirements for Drug and Alcohol Testing Programs" 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

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- 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.

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 / Grounds 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 TESTING

A supervisor or manager of a Worker must request that a Worker submit to drug and alcohol testing under the requirements identified in Section 11, "Requirements for Drug and Alcohol Testing Programs", 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 which caused or had the potential to cause injury, property damage 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.

- a) An Incident may include, but not be limited to:
 - i. A fatality
 - ii. Personal injury
 - iii. An environmental spill with significant implications
 - iv. Loss or damage to any property, equipment or vehicles
 - v. A near-miss Incident that has the potential for injury, damage or to create a dangerous condition
 - vi. 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

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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 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 TESTING

All Workers seeking access to any 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 Section 11 of this Standard.

- 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.

- b) Workers testing positive for the substances identified in Section 7, “Drug and Alcohol Work Rules” of this Standard will not be issued Site Access except in accordance with Section 10.5 (c) [waiting period for second pre-Site Access test]. 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.

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- c) Site Access will not be granted to a Worker who has previously tested positive for the substances identified in Section 7, “Drug and Alcohol Work Rules”, except as follows:
 - i. An assessment is completed by a Substance Abuse Expert/Professional (SAE/SAP), as available, with treatment, education and return to work recommendations;
 - ii. The individual follows the required recommendations of the SAE/SAP;
 - iii. A follow up assessment 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 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 Section 7, “Drug and Alcohol Work Rules” 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 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 E.

10.5 RETURN TO DUTY AND FOLLOW-UP TESTING

Any Worker who has tested positive for the substances identified in Section 7, “Drug and Alcohol Work Rules” and is returning to work after an assessment by a Substance Abuse Expert/Professional (SAE/SAP) must

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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 twelve (12) months.

11 REQUIREMENTS FOR DRUG AND ALCOHOL TESTING PROGRAMS

LCMC requires **alcohol** testing to be conducted by a Third Party Administrator 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 Section 7, “Drug and Alcohol Work Rules”. 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. A summary of alcohol testing procedures is provided in Appendix A – Drug and Alcohol Testing Procedures.

LCMC requires **drug** testing to be conducted by a Third Party Administrator in accordance with the standards of the United States Department of Health and Human Services (DHSS) and by laboratories certified under the United States Substance Abuse and Mental Health Services Administration (SAMHSA), for substances at the levels identified in Section 7, as accepted in Canada. Drug testing includes a screening test and confirmation test. A summary of the drug testing procedures is outlined 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 means the Worker is in compliance;
- b) A positive test result means non-compliance;
- c) A tampered test result means non-compliance; or
- d) An invalid or inconclusive test result 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

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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 laboratory to provide the test results to LCMC, the Contractor and/or any person with legal authority to require the disclosure of the test results, subject to 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.

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 Section 7.1 (a) [use] or (b) [report to work or conduct any work activity]. The DLCMCR / DCR must notify the Worker of the negative test result and that no other steps under this Standard will be taken. It may be appropriate to pursue procedures under other policies or take other steps, including a medical assessment, 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 Section 7.1 (a) [use] or (b) [report to work or conduct work activity]. The only exception to this would be if the MRO has determined there is a legitimate explanation for the positive test result, which would then follow the procedure under Section 12.1.2 (a). A fitness for work assessment may be conducted.
- 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 Section 7.1 (d) [tampering].
- d) A confidential report from the MRO to the DLCMCR / DCR that the Worker's sample is invalid or inconclusive means that the test cannot be relied upon for the purposes of this Standard.
- e) Where a Worker is referred to testing required under pre-Site Access (refer to Section 10.5, "Return to Duty and Follow-up Testing") by a Contractor, a confidential written report from the MRO will be issued

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to the DLCMCR / DCR.

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

13.1 RESPONSE TO VIOLATIONS

Workers who fail to comply with the Drug and Alcohol Work Rules Section 7.1 (d) [tampering], 7.1 (c) [refusal] or 7.1 (e) [possession, offering for sale, or otherwise providing] of this Standard will be terminated by their employer and have their Site Access revoked unless there are exceptional mitigating circumstances. Workers with a dependency or addiction who fail to comply with Section 7.1 (a) [use] and/or (b) [reporting to work or conducting any work activity] of this Standard may be subject to discipline by their employer up to and including termination of their employment and may have their Site Access revoked. In the cases of 7.1 (a) [use] and/or (b) [reporting to work or conducting any work activity], 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 OR CONDUCTING ANY WORK ACTIVITY

Before any disciplinary action is taken with a Worker who has failed to comply with Section 7.1 (a) [use] or 7.1 (b) [report to work or conduct any work activity], 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 7.1 (a) [use] or 7.1 (b) [report to work or conduct any work activity], 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 initial 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 abuse or addition. If the SAE/SAP determines there is no dependency of the substance for which the Worker tested positive, then the Worker will be terminated and

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have their Site Access revoked unless there are exceptional mitigating circumstances. The SAE/SAP will provide the Worker, the DLCMCR / DCR with a confidential written report of their recommendations. The process to be followed by the SAE/SAP is outlined in Appendix C – 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.

The appropriate disciplinary measure for a Worker with a substance abuse or addiction 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.

13.3 POTENTIAL SITE ACCESS AFTER FAILURE TO COMPLY

Any Worker denied Site Access due to failure to comply with the Drug and Alcohol Work Rules 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 make a professional determination about the Worker’s substance use and the impact it may have on the safety and health of the Worker, his or her co-Workers and the Site.
- b) In the case where a Substance Abuse Expert/Professional (SAE/SAP) determines the Worker 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 confirming that the Worker is fit to work on the Site safely to the Site Access Administrator, the DLCMCR / DCR . 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

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DLCMCR / DCR, and which shall include follow up unannounced drug and alcohol testing for a minimum of twelve (12) months.

- c) In the case where a Substance Abuse Expert/Professional (SAE/SAP) determines the Worker has a substance abuse problem 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. 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. A report from the SAE/SAP shall be provided to the Site Access Administrator, the DLCMCR / DCR identifying that a follow up assessment has been conducted, and confirming treatment has been successfully completed;
 - ii. Any recommendations, further rehabilitation requirements, 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
 - iii. A Worker who has successfully completed an assessment and/or treatment 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, which shall include follow up unannounced drug and alcohol testing for a minimum of twelve (12) months.
- d) The Substance Abuse Expert/Professional (SAE/SAP) making the assessment and providing a report must comply with the 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 test result prior to return to work and this must be reported to the Site Access Administrator, the DLCMCR / DCR.

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13.4 VIOLATION OF RESUSAL TO TEST, TAMPERING, POSSESSION OR OFFER FOR SALE

Any Worker who violates Section 7.1 (c) [refusal], 7.1 (d) [tampering] or 7.1 (e) [possession, offering for sale, or otherwise providing] 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 E: Treatment and Assessment Resources.

13.5 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.

13.6 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 AND REVIEW

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 APENDICES

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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 directed (and transported if required) to a collection site for testing, or a Breath Alcohol Technician (BAT) attends the worksite to administer the test.
3. The Breath Alcohol Technician (BAT) or the Screening Test Technician (STT), as appropriate, establishes the identity of the donor. Photo identification is preferable. Positive identification by a Contractor or a LCMC Representative who holds a supervisory position 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 and must be listed on the U.S. National Highway Traffic Safety Administration's (NHTSA) conforming products list.

Breath Testing

1. The BAT and the donor shall complete all parts of the alcohol testing form 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.
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

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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 Testing

1. The Screening Test Technician (STT) and the donor complete those parts of the alcohol testing form that are 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. If the donor does not wish to do this, the collection site person offers to do so.
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 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

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millilitres of saliva or an equivalent concentration in other units, the STT informs the donor of the need to conduct a confirmation test.

9. The Breath Alcohol Technician (BAT) or STT advises the donor not to eat, drink, put anything into their mouth, or belch before the confirmation test is completed.

Confirmation Test

1. All screening tests with results at or above 0.020 must be confirmed using an evidential Breath Alcohol Testing (EBT) device.
2. 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 will use an evidential breath alcohol testing device.
3. The BAT advises the donor not to eat, drink, put anything into his or her mouth or belch before the confirmation test is complete.
4. 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 more than thirty (30) minutes has expired since the screening test, the confirmation test is still conducted with an explanation noted in the "Remarks" section of the form. Delayed confirmation testing may occur when the person being tested must be transported to a different site for confirmation testing.
5. The BAT and the donor complete those parts of the alcohol testing form that are to be completed before the donor provides a breath sample.
6. 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.
7. The BAT explains to the donor how to provide a breath sample and asks the donor to provide a breath sample.
8. 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

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donor.

9. 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.
10. 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 directed (and transported if necessary) to a collection site or a collection site person attends the worksite.
3. The collection site person must establish the identity of the donor. Photo identification is preferable. Positive identification by a Contractor or LCMC Representative who holds a supervisory position 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.
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. The collection site person notes on the chain of custody and control form any unusual donor behaviour.

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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 donor must 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.
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 respective parts of chain of 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 Section 7, "Drug and Alcohol Work Rules" 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 confirmatory test on specimens identified as positive by the initial screening test. The confirmatory 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 MRO in confidence.
27. The MRO reports to the DLCMCR / DCR test results that are negative or positive, as well as tests that have been tampered or otherwise invalidated.
28. Prior to making a final decision on whether a test result is positive, the MRO must give the Worker an opportunity to discuss the results. If there is a legitimate medical explanation for the presence of a drug in the sample, the MRO will convert the test result from a positive to a negative. The MRO will only disclose the negative result to the DLCMCR / DCR.
29. The MRO, if satisfied that there is no legitimate medical explanation for a positive test result, will inform the DLCMCR / DCR or in a confidential written report that an Worker tested positive.
30. 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.
31. The laboratory reports the test results on the split specimen to the MRO in confidence.
32. The MRO will make the final decision on all test results following the guidelines that are established for MROs.

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Drug Testing – Point of Collection Testing (POCT)

As an alternative to the drug testing procedure contained herein some Contractors may choose, as an option, to have the contracted Third Party Administrator (TPA) conduct a Point of Collection Test (POCT) commonly referred to as a “Quick test”. A POCT is a drug screening test performed outside of a certified laboratory. POCTs are conducted using a variety of devices designed for this purpose. Some POCTs test for a single drug while others can test for multiple drugs.

POCTs can be particularly useful in field testing conditions because they provide fast results. However, there is always the concern of false negatives and false positives. Lab-based analysis is the most accurate and legally defensible analysis.

In the case of POCT, all tests must be confirmed by a certified lab, adhering to the standards identified in this Standard.

Drug Testing – Oral Fluids

1. The donor is the person providing their oral fluid for the purposes of a drug test.
2. The donor is informed of the requirement to test in private and escorted to the collection site for the purpose of providing an oral fluid specimen.
3. The collector must establish the identity of the donor. Photo identification is preferable. Positive identification by a Contractor or a LCMC Representative who holds a supervisory position is acceptable.
4. The donor must clear any foreign material from the mouth (e.g., food, gum, tobacco products, lozenges, etc.).
5. The collector observes the donor for a minimum of ten (10) minutes prior to providing the specimen. The donor may not eat, drink, smoke or put anything in their mouth during the observed waiting period.
6. The collector checks and records the lot number and expiration date of the device.
7. In the presence of the collector, the donor opens the sealed device and the specimen is collected according to the manufacturer’s specification.
8. The collected specimen is kept in view of the donor and the collector at all times prior to it being sealed and labelled for shipment to the laboratory.

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9. The collection Site person places a tamper-evident bottle seal on the specimen identifying it as specimen A. If a second oral fluid specimen is to be collected, steps 6 through 8 are repeated and the second specimen is labelled specimen B.
10. The collector records the date and has the donor initial the seal(s) on the specimen(s).
11. The donor and the collection site person complete the custody and control form and seal the specimen(s) and the laboratory copy of the custody and control form in a chain of custody bag.
12. The collector notes any unusual donor behaviour on the custody and control form.
13. The collection site personnel arrange to ship the two (2) specimen bottles to the laboratory as quickly as possible.
14. The laboratory must be the holder of a certificate issued by the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services under the National Laboratory Certification Program, as accepted in Canada.
15. The laboratory must use chain of custody procedures to maintain control and accountability of specimens at all times.
16. Laboratory personnel inspect each package along with the enclosed specimen(s) for evidence of possible tampering and note evidence of tampering on the specimen forms.
17. Laboratory personnel conduct validity testing to determine the suitability of the specimens.
18. Laboratory personnel conduct an initial screening test on the specimen for the drugs set out in Section 7, "Drug and Alcohol Work Rules" of this Standard using established immunoassay procedures. No further testing is conducted if the initial screening test produces a negative test result.
19. Laboratory personnel conduct a confirmatory test on specimens identified as positive by the initial screening test. The confirmatory test uses approved mass spectrometry techniques.
20. A certifying scientist reviews the test results before certifying the results as an accurate report.
21. The laboratory reports the test results on the primary specimen to the company's MRO in confidence.
22. The MRO, if satisfied that there is no legitimate medical explanation for a positive test result, will inform the DLCMCR / DCR in a confidential written report that a Worker tested positive. Prior to making a final decision on whether a test result is positive, the MRO must give the Worker an opportunity to discuss

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the results. The MRO shall report to the DLCMCR / DCR whether the test result is negative, tampered, invalid or positive, or, if positive, whether or not there is a legitimate medical explanation.

23. 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 retest the specimen. The Worker is responsible for reimbursing the company for the cost of the second test.

24. The laboratory reports the results of the retest to the company's MRO in confidence. The MRO will declare the test results negative if the test results for the second specimen are negative and the failure to reconfirm is not due to the presence of an interfering substance or adulterant.

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

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Substance Abuse Expert/Professional (SAE/SAP)

The Substance Abuse Expert/Professional

The Substance Abuse Expert (SAE)/ Substance Abuse Professional (SAP) is a person who evaluates individuals (clients) who have sought or been referred for assessment. The SAE/SAP makes recommendations concerning education, treatment, follow-up testing and aftercare.

The SAE/SAP is not an advocate for LCMC, the Contractor, or the client. The function of the SAE/SAP is to protect the safety and health of the client, his or her co-Workers and the worksite by professionally evaluating the client and recommending appropriate education and treatment, follow-up tests and aftercare.

The SAE/SAP is a licensed physician, a licensed or certified social worker, a licensed or certified psychologist, or with over ten (10) years' experience assessing substance abuse disorders. He or she has received training specific to the SAE/SAP roles and responsibilities, has knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders, and has an understanding of the safety implications of substance use and abuse.

The Evaluation and Assessment

Consistent with sound clinical and established SAE/SAP standards of care in clinical practice, and utilizing reliable drug and alcohol abuse assessment tools, the SAE/SAP must conduct a face-to-face evaluation of the client. The evaluation should comprise a standard psychosocial history, 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 evaluation should provide a diagnosis, treatment recommendations, and a treatment plan to be successfully complied with prior to the Worker becoming eligible for follow-up evaluation and subsequent return to work.

When a client has failed to comply with the provisions of this Standard, the SAE/SAP may consult with the MRO who verified the client's drug and alcohol test in gathering information for this evaluation. The MRO and SAE/SAP are free to discuss the test result, substance concentration levels (if available), and any other pertinent medical information disclosed during the MRO's verification interview with the client.

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The SAE/SAP shall provide a confidential written report to LCMC and/or the Contractor as appropriate, and the client, advising of the SAE/SAP's determination of the level of assistance the client requires.

The Referral

As a result of the evaluation and assessment, the SAE/SAP will refer the client to the appropriate program or programs. The SAE/SAP will facilitate the referral by making contact with the recommended program or programs, and will transmit the treatment plan with diagnostic determinations to the treatment provider(s).

Follow-up Evaluation

Following prescribed treatment, the SAE/SAP will evaluate the client prior to return to work. The SAE/SAP will gauge the client's success in meeting the objectives of the prescribed treatment plan. The client's ability to successfully demonstrate compliance with the initial treatment recommendations will be determined in a clinically based follow-up evaluation. The SAE/SAP will also base the determination on written reports from and personal communication with the respective education and/or treatment program professionals. The SAE/SAP will prepare a report for the client, LCMC and/or the Contractor, as appropriate, setting out the clinical determination as to the client's success in meeting the objectives of the treatment plan, and may include in the report the client's continuing care needs in respect to specific treatment, aftercare, support group services recommendations and a follow-up testing plan.

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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)

Cathy Collins

- Phone: 709-737-1745
- Cell: 709-689-7251
- Email: CCollins@nlh.nl.ca

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)

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.

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- **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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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

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				
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,



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.





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

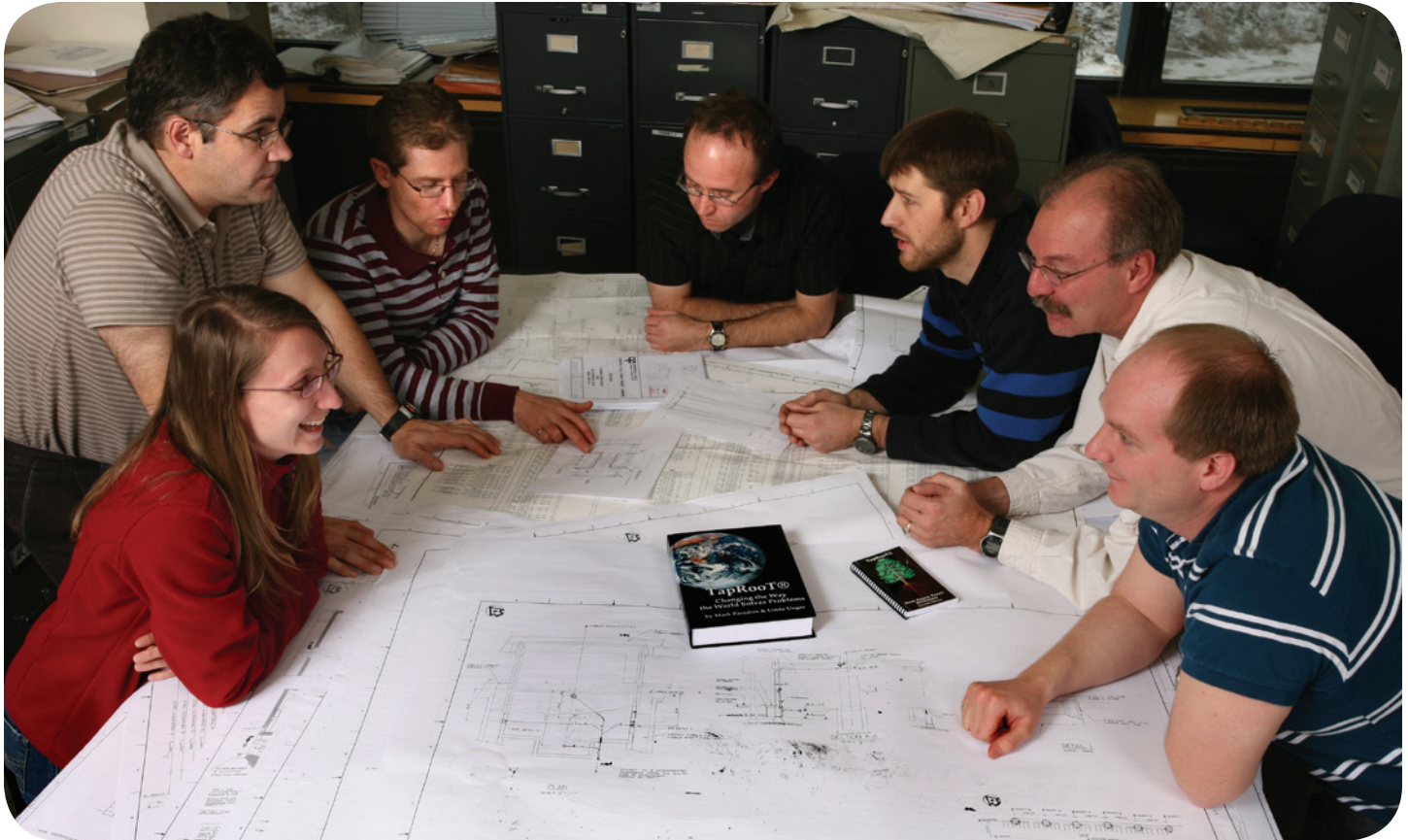
In the performance of their duties and responsibilities, Nalcor Energy representatives may develop an innovative product that is tangible or intangible – known as intellectual property. All employees must understand that any intellectual property created while an individual is employed by, or on contract 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.”





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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.

