

**PROJECT SPECIAL NEEDS AGREEMENT  
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## PROJECT SPECIAL NEEDS COLLECTIVE AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN:

Nova Scotia Construction Labour Relations Association Limited

- and -

the Mainland Nova Scotia building trade unions which are signatories hereto

### WHEREAS:

- A. The Owner is proposing to develop, construct, commission and operate a facility (the "Project") consisting of up to two (2) liquefied natural gas trains, each with a design production capacity of approximately five point two (5.2) million tonnes of LNG per annum, and all associated infrastructure including two storage tanks, a power-generation plant and marine facilities all of which will be situated at the Goldboro Industrial Park in the County.
- B. The Owner is proposing to enter into an agreement (the "EPC Contract") with a particular corporation (the "Project Manager") which the Owner will engage thereby to procure the performance and completion of the engineering, procurement, construction and commissioning of the Project and all other activities, duties, obligations and responsibilities which are required of, or are assumed by, the Project Manager pursuant to the EPC Contract (the "Work").
- C. The Project Manager, itself and through its subcontractors, is prepared to perform and complete the Work in accordance with the terms, and subject to the conditions, of the EPC Contract.
- D. The Owner requires that the Project Manager and each of its subcontractors adopt an execution strategy that will ensure the uninterrupted supply of qualified workers throughout the performance of the Capital Works and that continues to operate notwithstanding any labour negotiations or disruptions which may take place in the general construction industry in Nova Scotia.
- E. The Project Manager recognizes that the Unions are a key stakeholder in the overall success of the Project and, further, that the Unions have strong and reliable international affiliations which can offer critical support in ensuring the uninterrupted supply of qualified workers throughout the performance of the Capital Works, and therefore the Project Manager commits to use only Mainland Nova Scotia Building Trades Council members as signatory hereto wherever possible for the performance of the Capital Works, except as excluded under Schedule 5.
- F. The success of the Project will be enhanced by this Agreement which establishes a framework through which the key stakeholders, including the Unions and each of their respective members, the Project Manager and each of its subcontractors, and the Owner, may address issues of mutual concern and enhance their communications and working relationships.

- G. The Parties recognize the CLRA as the sole collective bargaining agent for all unionized employers located in mainland Nova Scotia and operating in the industrial and commercial sector of the construction industry as covered by Accreditation Order No. L.R.B. 392C, dated January 29, 1976.
- H. The Parties recognize each Union as the sole collective bargaining agent for its members for the trades covered by this Agreement.
- I. It is the expressed intention and agreement of each of the Parties that the execution of this Agreement will in no way detract from, nor enhance, the bargaining authority of the CLRA or of any Union, nor does it in any way result in the surrender of any bargaining authority that the CLRA or any Union may hold.

**NOW THEREFORE IT IS AGREED** by the Parties that the following terms and conditions shall apply to the Project with respect to any and all work falling within the scope of the Capital Works awarded to the Project Manager under the EPC Contract.

## **A. BASIC AGREEMENTS**

### **Article 1. Scope and Definition**

- 1.00 In this Agreement, unless the context otherwise requires, the following terms have the meaning set out below:
- (a) "Agreement" means this Project Special Needs Collective Agreement, including the above Recitals and the Schedules (including the Agreement-Based LOUs' Schedules) attached hereto, operating throughout the period during which Capital Works are performed as an ongoing Collective Agreement confined to the Project that is applicable to each Union and expires on the date upon which the Capital Works are complete pursuant to paragraph 4 of Schedule 5, regardless of a labour dispute affecting one or more of the Standard Provincial Agreements occurring during such time;
  - (b) "Agreement-Based LOU" and "Agreement-Based LOUs" form part of this Agreement and appear at Schedules 11 to 28 and are based, in part, upon the Standard Provincial Agreements;
  - (c) "Arbitrator" has the meaning assigned thereto by Article 11.08(b);
  - (d) "Camp Rules and Regulations" has the meaning assigned thereto by Article 22.01;
  - (e) "Capital Works" has the meaning assigned thereto by Schedule 5 attached hereto;
  - (f) "CLRA" means Nova Scotia Construction Labour Relations Association Limited;
  - (g) "Code of Excellence" has the meaning assigned thereto by Article 26 and Schedule 10 attached hereto;

- (h) "Commissioning" means pre-commissioning, static commissioning and dynamic commissioning, and includes work required to calibrate and test equipment, processes, systems and/or facilities prior to turning a piece of equipment or a portion of the Project over to the Owner's operations team responsible for start-up and operation;
- (i) "County" means Guysborough County in the Province of Nova Scotia;
- (j) "Designated Schedules" has the meaning assigned to that term by Article 12.00(c);
- (k) "Employer" means any person who employs any Employee;
- (l) "Employee" means an individual who performs any of the Capital Works and includes any prospective Employee where the context permits;
- (m) "EPC Contract" has the meaning assigned thereto by Recital B, above;
- (n) "General Holiday" means the days specified in and occurring on the dates specified in Schedule 8 attached hereto and any other day that is designated as a general holiday by the government of the Province of Nova Scotia after the day that this Agreement becomes effective;
- (o) "International Union Affiliate" in relation to a particular Union means the international union to which that particular Union is affiliated;
- (p) "Labour Board" means the labour board established by the *Labour Board Act* (Nova Scotia);
- (q) "Leased Land Site" means those parcels of land situated in the County which the Owner or an affiliate of the Owner or the Project Manager shall lease from the County or from other persons and which shall be made available for use during the performance of the Capital Works;
- (r) "Leased Water Site" means the submerged Crown lands that have been leased by the Province of Nova Scotia to the Owner, or to an agent and bare trustee on behalf of the Owner and which are more particularly described in the letter of offer dated August 31, 2016 issued by the Province of Nova Scotia to Pieridae Energy (Canada) Ltd.;
- (s) "LMC" has the meaning assigned thereto by Article 8.00;
- (t) "Local Resident" means an Employee who resides within the County determined in accordance with Articles 13.04 and 13.05;
- (u) "LMIA" has the meaning assigned thereto by Article 18.06;
- (v) "Onsite Camp Facilities" means the facilities established by, or on behalf of, the Project Manager on the Project Site for the accommodation of Employees and features modern finishes, comfortable accommodations, kitchen and dining facilities and recreation amenities;

- (w) "Overtime" has the meaning assigned thereto by Article 12.00(d);
- (x) "Owned Site" means all of the land situated in the County that is owned by the Owner, including the parcels of land which are described as PID #35094770 (Lot 2015-1) and PID #35122068 (Lot 2015-2);
- (y) "Owner" means the Goldboro LNG Limited Partnership of which Pieridae Energy (Canada) Ltd. is the sole general partner;
- (z) "Parties" means collectively CLRA and each Union;
- (aa) "Prescribed Travel Allowance" in relation to a particular calendar year means the maximum rate (expressed as a monetary amount per kilometre) that Canada Revenue Agency has established for purposes of subparagraph 6(1)(b)(vii.1) of the *Income Tax Act* (Canada) as being a reasonable allowance if received by an Employee for the use of a motor vehicle in commuting to and from the employee's place of employment each work day during such calendar year and for illustrative purposes, the Prescribed Travel Allowance established by Canada Revenue Agency in relation to the 2016 calendar year is \$0.54 per kilometre;
- (bb) "Project" has the meaning assigned thereto by Recital A, above;
- (cc) "Project Manager" has the meaning assigned thereto by Recital B, above;
- (dd) "Project Policies" has the meaning assigned thereto by Article 4.01;
- (ee) "Project Site" means collectively the Owned Site, the Leased Land Site, the Leased Water Site and the Subject Road;
- (ff) "Representative" has the meaning assigned thereto by Article 10.00;
- (gg) "Standard Hourly Rate of Pay" in relation to an Employee who is subject to an Agreement-Based LOU means the hourly rate of pay that is provided for in the applicable Agreement-Based LOU;
- (hh) "Standard Provincial Agreement" applicable to a particular Union means the collective agreement which is applicable to the industrial and commercial sector of the construction industry in Mainland Nova Scotia negotiated between the CLRA and that Union;
- (ii) "Subject Road" means that segment of the public road that transverses the Owned Site as of the date of this Agreement;
- (jj) "TFW" has the meaning assigned thereto by Article 18.06;
- (kk) "Travel Policy" has the meaning assigned thereto by Article 13.03;

- (ll) "Union" means any union that is a signatory to this Agreement and "Unions" means any combination of two or more of them;
  - (mm) "WBS" has the meaning assigned thereto by Article 9.00; and
  - (nn) "Work" has the meaning assigned thereto by Recital B, above, and includes the Capital Works.
- 1.01 The Agreement-Based LOU applicable to each Union shall govern the relationship between that Union and each of the CLRA, the Owner, the Project Manager and each Employer if, and to the extent that, such Employer is engaged in the performance of any of the Capital Works, except as is modified by the other Articles and Schedules of this Agreement and, for greater certainty:
- (a) the terms and conditions of the other Articles and Schedules of this Agreement shall govern and displace the terms and conditions of each Agreement-Based LOU to the extent that the latter are inconsistent with the former; and
  - (b) this Agreement shall apply in respect of the Project Manager and each Employer only to the extent that they undertake the performance of any of the Capital Works.
- 1.02 This Agreement is limited to Capital Works undertaken in relation to the Project. The Parties agree that, except where otherwise expressly stated to the contrary herein, the terms of any Standard Provincial Agreement shall apply to the performance of any Capital Works on the Project.
- 1.03 The Parties agree that this Agreement is final and binding throughout the period during which any of the Capital Works is performed and is only subject to amendment pursuant to Article 1.06 or as otherwise contemplated herein.
- 1.04 The terms and conditions of this Agreement will not be interpreted or be referred to in the future as establishing a precedent or constituting a past practice regarding any Standard Provincial Agreement.
- 1.05 Any reference herein to the Owner or the Project Manager shall be deemed to include the person or persons, if any, designated by the Owner or Project Manager as its representative with respect to any of administrative matters contemplated by this Agreement.
- 1.06 The Parties may, from time to time, amend this Agreement, or any part thereof, by mutual written consent and with the prior written approval of the Project Manager.
- 1.07 For purposes of this Agreement, "person" includes a corporation and a partnership.



## Article 2. Purposes

2.00 The Parties to this Agreement recognize and understand the special and particular labour relations needs of the Project and, accordingly, the Parties have entered into this Agreement for the purpose of ensuring that those needs are met. The Parties understand that those special and particular labour relations needs include:

- (a) the need to ensure that the performance of the Capital Works proceeds on a timely basis safely, efficiently, economically and without interruption;
- (b) the need to establish and maintain a high level of safety throughout the performance of the Capital Works;
- (c) recognition that the socio-economic commitments for this major Project are to:
  - (i) carry out the Capital Works in a manner that enhances the positive socio-economic effects and reduces any adverse or negative effects, while maintaining the economics of the Project and the ability to perform the Capital Works on a timely basis safely, efficiently and effectively and without interruption; and
  - (ii) ensure that individuals, communities and businesses in the County have full and fair opportunity to participate in the benefits of the Project;
- (d) the need to ensure that qualified and interested First Nations members receive a fair opportunity to work on the Project in accordance with Article 16.00 and are treated in an equitable and respectful manner while working on the Project and that the rights enjoyed by First Nations members are respected by the Parties;
- (e) subject to Article 2.00(d), the need to ensure that qualified and interested workers who ordinarily reside in the County, and as between such workers, women receive a fair opportunity to work on the Project in accordance with Article 16.00 and are treated in an equitable and respectful manner while working on the Project and that the rights enjoyed by such tradespeople are respected by the Parties;
- (f) the need to recognize that the performance of the Capital Works will present unique and unusual challenges to the ability of the Parties to meet demands for the supply of skilled labour in a timely manner which will require that the Parties develop creative solutions and work cooperatively to meet these challenges;
- (g) the need to establish and maintain harmonious relations between the negotiation and administration of this Agreement and the collective bargaining and relevant Standard Provincial Agreement administration pursuant to bargaining authorizations in the balance of the construction industry in Mainland Nova Scotia;
- (h) the need to establish and maintain harmonious relations between workers who are subject to this Agreement and an Agreement-Based LOU and other workers on the Project Site, so that the productivity of all workers is enhanced;

- (i) the need to foster work practices which will yield consistency across all trades as well as cost effectiveness, high quality results and fair compensation for all workers for productive and quality workmanship;
- (j) the need to establish and preserve stability and harmony in the labour management relationships among the Parties and the Project Manager, Employers and Employees so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions, and confrontations are prevented; and
- (k) the need to ensure that the performance of the Capital Works will be unaffected by any disruptions that may result from collective bargaining in the general construction industry.

### **Article 3. Relationship to Standard Provincial Agreements**

- 3.00 It is the overarching intention of the Parties that the work contemplated by this Agreement shall continue without abatement due to strike, lock-out, work slowdowns, or any other activities designed to interfere, or having the effect of interfering, with or otherwise restricting the performance of the Capital Works or the construction of the Project. Any such activities are strictly prohibited pursuant to Article 5.
- 3.01 This Agreement (including all Agreement-Based LOUs) shall continue in force throughout the performance of the Capital Works and this Agreement (including all Agreement-Based LOUs) shall continue after the expiry of one or more Standard Provincial Agreement(s) and notwithstanding any job action related to the renegotiation of such Standard Provincial Agreement(s).
- 3.02 The Parties to this Agreement (including all Agreement-Based LOUs) agree that, in the event of a strike or lockout in respect of any Standard Provincial Agreement(s), the terms of this Agreement (including all Agreement-Based LOUs) continue to apply.
- 3.03 The Parties to this Agreement agree that this Agreement (including all Agreement-Based LOUs) creates stand-alone bargaining relationships that exist completely independent of, and separate and apart from, the bargaining relationships underlying the Standard Provincial Agreement(s) until such time as the performance of the Capital Works is complete, at which time such bargaining relationships shall cease to have any continuing or independent effect.
- 3.04 Subject to Article 9.05, no Union, nor anyone acting on behalf of any Union, will bring an application, grievance, complaint of any kind, in any forum, seeking any order that could impact the performance of the Capital Works, or Employees who are employed on the Project under this Agreement (including all Agreement-Based LOUs), in any bargaining dispute or any other dispute relating to a Standard Provincial Agreement.

#### **Article 4. Site Stability**

- 4.00 The Parties acknowledge that this Agreement is intended to achieve labour relations stability on the Project. It is a violation of this Agreement for any of the Parties, the Employers or their respective Employees or members to do anything to harm, delay, or otherwise impede the performance of the Capital Works or the construction of the Project. Any individual(s) engaging in such conduct shall be subject to immediate removal from the Project Site and discipline in accordance with the applicable Agreement-Based LOUs.
- 4.01 The Parties acknowledge that the Owner may at any time and from time to time establish and revise policies and rules, including policies and rules with respect to health and safety, security, the prohibition of alcohol, drugs and other substances on the Project Site, the testing for intoxication by, or the consumption or use of, alcohol, drugs and such substances, workplace conduct and access to the Project Site, (the "Project Policies") and require that the Project Manager and Employers adopt, administer and enforce the Project Policies uniformly and consistently.

#### **Article 5. Work Stoppages and Lockouts**

- 5.00 During the term of this Agreement there shall be no lockouts by any Employer, and no strikes, walkouts, suspensions of work, slowdowns, work stoppages or similar actions of any kind by any Union, any Employee or any group of Employees, which in any way interferes, or could interfere with or otherwise restricts, or could restrict, the timely performance of the Capital Works or the construction of the Project. In the event of any such activity, the Parties undertake to take immediate action to immediately terminate such activities and prevent their reoccurrence. For the purposes of this Agreement the Parties agree and it is understood that the following circumstances will not constitute an activity that is contrary to this Article 5.00:
- (a) a suspension in the performance of the Capital Works, or any aspect thereof, or a closure of any portion or all of the Project Site which is reasonable or necessary for the safety or health of any person and for greater certainty, the Project Manager and each of its subcontractors shall have the right to suspend the performance of the Capital Works, or any aspect thereof, at any time and from time to time in conjunction with a "safety stand down" implemented to address and correct any actual or possible violation of safety standards or to investigate or prevent the occurrence of any accident; or
  - (b) a suspension in the performance of the Capital Works, or any aspect thereof, or a closure of any portion or all of the Project Site which is necessitated by any emergency, environmental or other circumstance which is beyond the control of the Project Manager including, but not limited to, unsuitable weather conditions; or
  - (c) a suspension in the performance of the Capital Works, or any aspect thereof, or a closure of any portion or all of the Project Site which is directed by the Owner or Project Manager due to economic circumstances.

- 5.01 If a labour relations dispute is threatened or takes place on property near or adjacent to a Project Site, or on or near any access route to a Project Site, which results in picketing or similar activities, the Parties will consult with each other and with other persons regarding any common-site picketing issues and, if necessary to ensure the continued performance of the Capital Works, the Parties shall make a joint application to the Labour Board and/or Supreme Court of Nova Scotia seeking an order or other relief that will permit the performance of the Capital Works to continue without interruption and if the Labour Board and/or Supreme Court of Nova Scotia lacks jurisdiction or authority to make such an order, the Parties will jointly direct all Employees to report to the Project Site notwithstanding such picketing or similar activities.
- 5.02 The Parties agree that in the event of an actual or threatened lockout by any Employer or an actual or threatened strike, walkout, suspension of work, slowdown, work stoppage or similar actions of any kind by any Union, any Employee or any group of Employees, complaints will be pursued through to resolution in accordance with Article 5.03 on an expedited basis.
- 5.03 The Parties agree that:
- (a) a time and date for hearing the complaint may be set by the Labour Board for the earliest possible hearing opportunity, and without consideration of the calendars of counsel or the Parties;
  - (b) a complaint falling within the scope of this provision has the potential to cause irreparable harm and should, if at all possible, be resolved, whether by interim order or final decision, within 24 hours of filing of the complaint; and
  - (c) a complaint falling within the scope of this provision is a matter appropriate for hearing by means of telephone conference.

#### **Article 6. No Bargaining Relationship for the Owner**

- 6.00 It is agreed that no bargaining relationship is created between any Union and any of the Owner, its respective affiliates, shareholders, lenders and other creditors or their successors, whether by voluntary recognition or by operation of law pursuant to the *Trade Union Act* (Nova Scotia).
- 6.01 Similarly, where the Owner has participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this Agreement, the completion of the Capital Works and the enhancement of the Project and in no way can be construed to be creating a bargaining relationship, extending a voluntary recognition or taking actions which, by operation of law, would bind the Owner to any collective agreement with any union or organization of unions.

#### **Article 7. Review of Project Terms**

- 7.00 This Agreement shall be reviewed by the Parties from time to time and any modifications to this Agreement resulting from a review shall be subject to the approval and ratification provisions set out in Article 1.06.

## **Article 8. Labour Management Committee**

- 8.00 A Labour Management Committee (the “LMC”) shall be established by the Parties which shall meet at least once every two months in order to discuss matters of mutual interest pertaining to the performance of the Capital Works, the construction of the Project or the administration of this Agreement with the objective of promoting and maintaining beneficial relations and cooperation between the Parties, and of ensuring the achievement of the purposes of this Agreement.
- 8.01 The LMC shall consist of four (4) representatives of the Project Manager and Employers, each of which shall be appointed by the Project Manager, and four (4) representatives of the Union(s) and/or their respective International Union Affiliates, each of which shall be appointed by the Unions. There shall be no more than eight (8) representatives in total at any particular time. Irrespective of the number of appointed representatives or of the number which participate in any meeting of the LMC, Union representatives on the one hand and Project Manager and Employer representatives on the other hand shall have an equal number of votes. The Parties agree that one representative of the Owner shall be entitled to attend all meetings held by, and participate in the affairs of, the LMC but will not be entitled to vote.
- 8.02 It is the intention of the Parties that the LMC shall be responsible for the administration of this Agreement and the achievement of its objectives while being respectful of the collective bargaining, collective agreement administration and other bargaining agency roles and responsibilities of CLRA and the Unions. Accordingly, the LMC shall take appropriate action including:
- (a) establishing terms of reference for the LMC giving due recognition to the language, intent and purposes of this Agreement;
  - (b) establishing rules of procedure for the LMC to carry out its terms of reference;
  - (c) establishing processes to ensure that decisions of the LMC that affect this Agreement are recommended to the Parties for incorporation into this Agreement;
  - (d) establishing methods of resolving issues that the Parties and the persons bound by this Agreement are unable to quickly resolve other than grievances as described in Article 11;
  - (e) assisting in the development, implementation and administration of initiatives which ensure that the performance of the Capital Works proceeds on a timely basis safely, efficiently, economically and without interruption;
  - (f) ensuring the achievement of the needs stipulated in Article 2.00 and dealing with any matters that are referred to it under this Agreement;
  - (g) establishing and implementing programs and measures to accelerate the training and mentoring of supervisors, and candidates for supervisory positions; and
  - (h) administering the Camp Rules and Regulations.

## Article 9. Jurisdictional Assignments

- 9.00 The Project Manager shall be exclusively responsible for the overall engineering, procurement and construction management of the Work. In common with other large scale oil and gas projects the scope of Work (including the Capital Works) will be divided into a work breakdown structure (“WBS”) which is used *inter alia* for planning, work measurement and definition of subcontract scopes. The WBS will form the basis of division of the Work and its assignment to its subcontractors irrespective of whether or not any such subcontractor is subject to a Standard Provincial Agreement.
- 9.01 Where the Project Manager is responsible for and has control over non-destructive testing and sublets such work on the Project, this work shall be performed by a contractor in agreement with the Boilermaker Union, the UA, or the Quality Control Council of Canada.
- 9.02 A mark-up meeting of the Project Manager and its subcontractors shall be held at the Project Site prior to the commencement of the Capital Works and no assignments of Capital Works shall be made before the mark-up meeting.
- 9.03 A pre-job conference and mark-up meeting of each Employer and the Union or Unions which are relevant to the Capital Works to be performed by the Employer and its Employees shall be held at the Project Site prior to the commencement of such Capital Works. The Project Manager shall ensure that every Employer engaged to perform any of the Capital Works complies with this requirement.
- 9.04 The Project Manager shall notify each of the Unions of the execution of each contract that it enters into in relation to the performance of any of the Capital Works.
- 9.05 The processes and considerations to be followed by each Employer in relation to the performance of any of the Capital Works shall be in accordance with the WBS in general and the subcontract mark-up agreements in particular.
- 9.06 All jurisdictional disputes shall be resolved in accordance with the procedure as detailed in the Agreement-Based LOUs based upon each Union’s local area of practice. For the purposes of this Agreement, a jurisdictional dispute is a difference of opinion between an Employer and one or more Unions, or between two or more Unions, with respect to the assignment of work.
- 9.07 No jurisdictional dispute or jurisdictional assignment shall, at any time, cause a lockout by any Employer, or a strike, walkout, suspension of work, study session, slowdown, work stoppage or any similar action of any kind by any Union, any Employee or any group of Employees, which in any way interferes, or could interfere with or otherwise restricts, or could restrict, the performance of the Capital Works or the construction of the Project. In the event of a jurisdictional dispute, the assignment of work given by the Employer shall be followed until the jurisdictional dispute has been resolved in accordance with this Agreement.

## **Article 10. Labour Relations Representative**

10.00 The Project Manager shall appoint a full-time labour relations representative who shall be knowledgeable of the Nova Scotia construction industry (the "Representative") to work on the Project. The Representative shall work constructively with Unions, CLRA, the Project Manager and the Owner to ensure that the performance of the Capital Works proceeds on a timely basis safely, efficiently, economically and without interruption. The Representative shall be subject to all Project Policies and other procedures, standards and regulations applicable to the Project Site.

## **Article 11. Grievance Process**

11.00 This procedure shall apply to all differences arising between an Employer and a Union relating to the discipline or dismissal of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement (including any Agreement-Based LOU), including any question as to whether this procedure applies and whether a matter is arbitral.

11.01 Any Union or Employer may initiate a grievance and the parties to the dispute will use their best efforts to settle the grievance informally.

11.02 It is agreed that the spirit and intent of this Agreement is to resolve grievances promptly. All grievances must be initiated within ten (10) working days of the occurrence of the event giving rise to the alleged grievance or the date on which the person initiating the grievance ought to have known of the occurrence of the event giving rise to the alleged grievance. It is understood the period of ten (10) working days shall not apply to differences concerning a failure to remit trust funds set out in the Agreement-Based LOU; such a failure to remit trust funds may be brought at any time up to six (6) months following the termination of this Agreement, or six (6) months after the final completion of the Employer's work on the Project Site, whichever event shall first occur.

11.03 Time limits in this Article 11 may be extended only by written mutual agreement of the parties to the dispute.

11.04 By written mutual agreement of the parties to the dispute, the processing of any grievance may begin at any stage in the grievance procedure, including submission to arbitration.

11.05 Stage I – Discussion

(a) The Representative, the relevant Union representatives, the Project Manager and the applicable Employer shall attempt to settle the grievance by discussion. This meeting shall take place within five (5) working days following the initiation of the grievance.

(b) Resolutions reached under this process will not be used as evidence of past practice for purposes of interpretation.

(c) If the matter is not resolved by a Stage I Discussion, the particulars of the grievance must be reduced to writing by the person advancing the claim and provided to the applicable Employer (for an Employee or Union initiated grievance) or the relevant Union

representative (for an Employer initiated grievance) within the five (5) working days after the meeting referred to in Article 11.05(a). The written grievance shall state the alleged violation, the date of the violation, all of the relevant facts describing the alleged violation, the person or entity allegedly committing the violation, the Article(s) of the Agreement or Agreement-Based LOU alleged to have been violated and the specific remedy sought.

#### 11.06 Stage II – Local Business Managers Discussion

- (a) Within five (5) working days following the submission of the grievance as provided for in Article 11.05(c) the Representative, the Local Union Representative (or nominee), the applicable Employer and the Project Manager shall meet and attempt to settle the grievance.
- (b) Resolutions reached under this process will not be used as evidence of past practice for purposes of interpretation.
- (c) If the matter is not resolved by a Stage II Local Business Managers Discussion within ten (10) working days following the meeting referred to in Article 11.06(a), the applicable Union or Employer, by written notice served on the other party may submit the grievance to mediation in accordance with Article 11.07.

#### 11.07 Stage III – Mediation

- (a) The Parties agree to utilize the grievance mediation process provided by the Department of Labour and Advanced Education.
- (b) Within five (5) working days following the submission of the grievance to mediation in accordance with Article 11.06(c), the parties to the dispute shall make a joint application in writing to the Director of Conciliation Services for the Department of Labour and Advanced Education.
- (c) The Parties agree to co-operate to enable the mediation process to be completed within thirty (30) working days following the joint application to the Director of Conciliation Services as provided for in Article 11.07(b).
- (d) Resolutions reached under this mediation process are without prejudice and without precedent for either party to the dispute.
- (e) By written agreement of the parties to the dispute:
  - (i) a recognized mediator may be approved by the parties to the dispute instead of using the service provided by the Department of Labour and Advanced Education;
  - (ii) the time limits in this Article 11.07 may be extended; and
  - (iii) the dispute may proceed directly to Stage IV – Arbitration in accordance with Article 11.08.



- (f) The costs of the mediator (if any) shall be shared equally by the applicable Employer and the applicable Union.

#### 11.08 Stage IV – Arbitration

- (a) Any party to a dispute may, within, and not later than, ten (10) working days following the unsuccessful completion of the mediation or the expiration of the time period referenced in Article 11.06(c), provide to the other party written notice of intent to submit the dispute to arbitration. For disputes which are not processed through Stages I, II, and III above, or which relate to the failure to pay trust funds and other remissions and any other dispute not set out hereinbefore, any party to the dispute or person who is entitled to file a grievance may commence proceedings or continue them to arbitration provided that those proceedings are timely and are referred in writing as is provided for herein.
- (b) Unless the parties to the dispute agree otherwise, the dispute shall be submitted to arbitration by a single arbitrator (the “Arbitrator”).
- (c) The parties to the dispute shall refer the dispute to the Arbitrator next on the list of approved Arbitrators. If for any reason the next Arbitrator on the list of approved Arbitrators cannot hear the matter on a timely basis, the next person on the list shall be assigned the dispute and so on until an Arbitrator is empanelled. The Parties may add or delete Arbitrators to or from the list at any time by mutual written agreement, and shall review the list of approved Arbitrators at least annually in the first LMC meeting of the year to ensure timely access to Arbitration and keep the list of Arbitrators current.

The Arbitrators initially selected by the Parties are:

- (i) Frank Demont,
  - (ii) Susan Ashley,
  - (iii) Nelson Blackburn,
  - (iv) Gus Richardson,
  - (v) Lorraine Lafferty, and
  - (vi) J.A. MacLellan.
- (d) The Arbitrator shall be required to hear the grievance and render a decision within twenty (20) days following his or her appointment unless the parties to the dispute agree otherwise to extend this time period.
  - (e) The Arbitrator shall have any and all powers of an Arbitrator specified under the *Trade Union Act* (Nova Scotia).
  - (f) Each party to the dispute shall bear their own costs of counsel and all hearing related costs. The reasonable fees and disbursements of the Arbitrator shall be shared equally by the applicable Employer and the applicable Union.

- (g) The Arbitrator shall not have any power to alter, change, add to or detract from the terms of this Agreement (including any Agreement-Based LOU) or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (h) Each decision of an Arbitrator on an issue shall be deemed to be conclusive of the issue between the same participants to the dispute on the same or substantially the same facts, in order to prevent the same subject from being re-arbitrated and to avoid conflicting decisions for the Project.

## **Article 12. Fundamental Terms of Employment**

12.00 The provisions of this Article 12.00 shall apply to each Employer and each of its Employees who is subject to an Agreement-Based LOU.

- (a) Subject to Articles 12.00(f) and 12.00(g), each Employee shall be paid an amount for each hour of work performed by that Employee computed at the Standard Hourly Rate of Pay, without premium or discount.
- (b) Except as otherwise stipulated in this Agreement such as the work cycles referred to in Articles 12.00(c) and 12.00(l), forty (40) hours shall constitute a standard work week and eight (8) hours shall constitute a standard work day. Each standard work day shall commence and end at such times between 7:00 a.m. and 5:30 p.m. determined by the Employer. With the mutual consent of the Parties, a standard work day may commence or end outside of the above listed hours.
- (c) An Employer may institute any of the work cycles stipulated in Schedules 1, 2, 3 and 4 attached to this Agreement. These Schedules are referred to as "Designated Schedules" and will apply to all Employees designated by the Employer for the purposes of transporting them to and from the Project. Each Designated Schedule stipulates a period of rest, called "furloughs". An Employee who is subject to a Designated Schedule will not be entitled to initial or terminal travel provisions or turn-around provisions under their respective Agreement-Based LOU.
- (d) Only work performed by an Employee in excess of eight (8) hours during any twenty-four hour period shall be considered overtime ("Overtime"). In addition, Overtime shall include all work performed by an Employee while on furlough and the last hour worked on the final day of a Designated Schedule if that schedule has been reduced due to the timing of flights.
- (e) Each Employee must have worked all the available straight time hours of a day before receiving Overtime pay for hours worked thereafter on the same day. This may be waived at the discretion of the Employee's supervisor in the event of a pre-planned and pre-approved absence or if the Employee's supervisor authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.
- (f) Except when Article 12.00(g) applies, each hour of Overtime performed by an Employee shall be paid at the Standard Hourly Rate of Pay multiplied by 200%.

- (g) All hours of work performed by an Employee on a General Holiday (or the day designated for the observance of the General Holiday) shall be paid at the Standard Hourly Rate of Pay multiplied by 200%.
- (h) The Employer may schedule shifts for which the start times are between noon and 4:00 a.m. In order to be classified as shift work rather than as Overtime, such shifts must be scheduled for at least one (1) regular work week.
- (i) Shift premiums shall be paid as per the applicable Agreement-Based LOU. However, when a second or third shift of ten (10) hours is scheduled and worked, there shall be no shift premium paid for the first two (2) hours worked of the ten (10) hour shift. If a shift of ten (10) hours is scheduled but the Employee for any reason does not work for the entire shift, the shift premium will be paid for their actual time worked.
- (j) When a shift consisting of not less than six (6) consecutive hours is worked, there shall be one thirty (30) minute unpaid meal break and two fifteen (15) minute paid rest periods. The meal break shall be scheduled to start approximately within one (1) hour of the mid-point of the shift and the rest periods shall be scheduled and taken approximately mid-way through the first half and second half of the shift. When a shift exceeding ten (10) consecutive hours is worked, there shall be a second thirty (30) minute unpaid meal break to be scheduled to start approximately within one (1) hour after the ten (10) hour point of the shift. If an Employee is required to work through a meal break, they shall be compensated one-half (1/2) hour at the applicable Overtime rate.
- (k) The provisions of this Article 12.00 are not to be construed as a guarantee of hours of work per day, per week, or with respect to days of work in any week.
- (l) Notwithstanding anything in this Agreement, the Project Manager, at its discretion, may institute any or all of the work cycles stipulated in Schedules 1, 2, 3 and 4 attached to this Agreement. The Union shall be given at least seven (7) working days' notice before any of the work cycles stipulated in Schedules 1, 2, 3 and 4 will be instituted.

12.01 The Parties agree that they are committed to delivering value for paid time.

- (a) Unless some other reporting location is designated by the Employer, Employees shall be in attendance at their work station and prepared to commence work at the scheduled starting time for their respective shifts. Shift completion shall allow Employees to be at the point from which they board the transportation back to camp or to their transportation home at quitting time. At no time shall the wash up/clean up time exceed ten (10) minutes without the concurrence of the applicable Employer.
- (b) Employees shall be diligent in respecting start times, shift completion times, lunch breaks and rest periods.

- 12.02 The Parties recognize that variations in the scheduling of the work week, reporting for work or returning from work, lunch breaks, rest periods and start and finish times may be appropriate from time to time, and that it may be appropriate that such variations affect all or only a portion of the Project. Any variations that cannot be mutually agreed by the Parties and are not otherwise permitted by the terms of this Agreement may be established by resolution adopted by the LMC.
- 12.03 Other shift cycles may be established by the applicable Parties by mutual agreement, and will become effective when approved by the Project Manager.
- 12.04 In consultation with the LMC, the Owner or the Project Manager may require that certain periods be scheduled during which construction activity on the Project Site, or any part thereof, will be suspended. During such periods, the continuance of the activities of certain Employees, or groups of Employees, whose presence on the Project Site is necessary during such periods may also be required and may be scheduled as determined by the Owner or Project Manager in consultation with the LMC.
- 12.05 Employees will be granted two weeks annually of unpaid vacation leave upon reasonable notice requesting such vacation leave. No more than ten percent (10%) of the Employees in a trade working for an Employer may be on vacation leave at any given time. Requests for vacation outside this threshold shall not be unreasonably denied.
- 12.06 All Employees who reside at the Onsite Camp Facilities shall check out at the end of their assigned work cycle.
- 12.07 If an Employee who resides at the Onsite Camp Facilities is requested to change rooms or camps by the Employer, Project Manager or the Project Manager's designated camp manager during a work cycle, the Employee will be paid two hours computed at the Standard Hourly Rate of Hourly Pay to carry out the move. This Article 12.07 shall not apply to Employees on checking out of camp at the end of their assigned work cycle.
- 12.08 Subject to this Article 12.08, it shall be the Project Manger's prerogative to decide whenever construction activity on the Project Site, or any part thereof, shall be suspended during the day for any reasonable cause.
- (a) When an Employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time (computed at the Standard Hourly Rate of Pay) and the Employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employee's supervisor. When an Employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked at the appropriate rate; however, in no case shall an Employee receive less than two (2) hours pay.
- (b) When an Employee reports to work and is not given the opportunity to work because no work is available and was not advised thereof before the completion of the previous day's shift, they shall be paid two (2) hours reporting time (computed at the Standard Hourly Rate of Pay) and shall be allowed to leave the job immediately.

- (c) When an Employee has started to work on their regular shift and is instructed to stop, for a reason that is beyond the control of the Employer, they shall be paid for the actual time worked. In no case shall the Employee receive less than two (2) hours pay at the appropriate rate.
- (d) If an Employee stops work for reasons on their own initiative, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and the foregoing minimum conditions shall not apply.
- (e) Employees affected by circumstances described in this Article 12.08 shall receive daily transportation and be paid travel, subsistence or receive camp accommodation as is appropriate in the circumstances.

### **Article 13. Transportation and Travel**

13.00 The Parties acknowledge that there will not be sufficient parking to allow all Employees to drive to the Project Site either on a daily or on a work cycle basis.

- (a) Bus transportation or other agreed upon transportation will be provided by the Owner or the Project Manager or by the Employer or groups of Employers for Employees from designated parking locations to the Project Site each day, work week or work cycle, prior to the time a crew is scheduled to commence a scheduled day, work week or work cycle, and from the Project Site to the designated parking locations at the end of each day, work week or work cycle.
- (b) The Project Manager will determine bus routes, where designated parking locations are located, and when schedules are established based on the needs of the Project. The bus routes, where the designated parking locations will be situated, and duration that these locations will be used over the span of the project will be at the Project Manager's discretion and may be amended periodically during the life of the Project. The decision to cease bussing operations will be based on the viability of maintaining any specific location. The designated parking locations shall be kept clear of snow, and a battery boosting service will be readily available for each parking location during operation.
- (c) Employees whose permanent place of residence is within one hundred and ten (110) road kilometres of the Project Site via the shortest available route shall have the choice to reside in the onsite camp facilities for their scheduled work week or work cycle, or travel daily to the Project Site via the bus (or other agreed upon transportation) travelling from the nearest designated parking location to their residence. Employees whose permanent place of residence is within one hundred and ten (110) road kilometres of the Project Site shall inform the Project Manager on confirmation of referral whether they will be residing in the onsite camp facilities or travelling daily to the Project Site.
- (d) Employees whose permanent place of residence is within thirty (30) road kilometers of the Project Site may request permission from the Project Manager to drive and park at the Project Site daily. Such permission shall be based on availability of parking and will not be unreasonably denied. Decisions of the Project Manager regarding this Article 13.00 (d) may be subject to reconsideration by the LMC.

- (e) Employees whose permanent place of residence is greater than one hundred and ten (110) road kilometers from the Project Site via the shortest available route shall reside in the onsite camp facilities and travel by bus or other agreed upon transportation to and from the designated parking location nearest to their residence at the beginning and end of the work week or work cycle.
- (f) Delays in bus transportation between the onsite camp facilities and the Project Site will be reasonably avoided. When situations arise that delay the end of shift movement of an Employee, they shall not be paid for delays that do not exceed 30 minutes. Additional time paid beyond 30 minutes shall be paid at the Standard Hourly Rate of Pay based on the actual duration of the delay beyond the first 30 minutes. Delays in starting shifts caused by bus transportation between the onsite camp facilities (or daily bus or other agreed upon transportation from a designated parking location) and the Project Site will not be held against the Employee, and this start of shift delay will form part of the hours worked on a given shift.
- (g) There shall be a thirty (30) road kilometer free travel zone in place around each designated parking location. Employees who travel by bus or other agreed upon transportation whose permanent place of residence is within the nearest designated parking location's thirty (30) road kilometer free travel zone shall not receive any travel allowance for travel to or from the designated parking location.
- (h) Employees who travel by bus or other agreed upon transportation and whose permanent place of residence is outside the thirty (30) road kilometer free travel zone of the nearest designated parking location shall receive travel allowance as published by the Canada Revenue Agency (CRA) for their actual distance travelled one way to the designated parking location via the shortest available route. For clarity, the CRA travel allowance rate for 2016 is \$0.54 per kilometer.
- (i) The maximum travel allowance paid to any Employee per trip shall be the Board Allowance per the applicable Agreement-Based LOU.
- (j) If there is no bus or other transportation (or sufficient onsite camp facilities, if applicable) made available, travel shall revert to the provisions in the applicable Agreement-Based LOU.
- (k) The "sign on" of Employees by Employers will require validation of place of residency, and at that time if applicable the kilometers to be paid for personnel travel will be calculated using Google Maps' shortest described route, and not necessarily based on the desired route of the employee. Employees may request adjustment to the calculated kilometers in writing to the Project Manager if, for example, prolonged road construction is causing unnecessarily delays and increasing commuting time excessively. The Project Manager at its discretion may grant in writing some additional kilometers to be added to the calculation based on the best alternate route to minimize the impact to the Employee.

- 13.01 Where flights are provided and Schedules 1 through 4 are worked:
- (a) Flights are provided to pre-determined destinations at the conclusion of each fly-in fly-out cycle with ground transportation provided from the site/camp to the designated air terminal. Return flights to the Project Site will be provided from the pre-determined destinations to the Project Site or designated air terminal and ground transportation will be provided from the air terminal to the Project Site.
  - (b) The Employee must participate in project audit controls to confirm compliance with Article 0(a).
  - (c) The LMC will monitor the administration of Article 0(a) and make recommendations to the Project Manager as appropriate.
- 13.02 Employees who are not Local Residents and whose employment is terminated by an Employer (other than for cause) will be provided with return transportation by air if on a Designated Schedule, or by train or bus if appropriate, at the earliest practical opportunity following termination, or travel allowance entitlements that they would otherwise be eligible to receive pursuant to the Agreement-Based LOU for those Employees who have opted out of Employer provided transportation. Notwithstanding the foregoing, Employees who quit or whose employment is terminated for cause will not be provided with transportation.
- 13.03 A policy (the "Travel Policy") setting out provisions relating to travel, surface and/or air transportation, parking, accommodations and similar matters will be published by the Project Manager, and amended from time to time. There will be a final and binding process agreed by the Parties to settle disputes respecting the application of the Travel Policy and all such disputes will be resolved using the process articulated in that policy.
- 13.04 Where a question arises as to whether an Employee or a prospective Employee is deemed a Local Resident, the representatives of the Employer and the Union shall determine the issue. It is agreed and understood that former residents of the County returning to the County will be considered to be Local Residents for the purpose of this Agreement. In order for a former resident of the County to qualify as a Local Resident, the former resident must establish that they were a resident of the County for a continuous period of at least twelve (12) months at any time prior to commencement of the Project. Disputes in this regard shall be finally and completely settled by the LMC under Article 11.06.
- 13.05 In making the determination as to the place of an individual's residency for the purposes of the Agreement, all relevant factors will be taken into consideration including the following:
- (a) the location of the dwelling place of the individual's spouse and dependents,
  - (b) the location of the individual's personal property,
  - (c) the degree and nature of the individual's residential and social ties to a particular place,
  - (d) the performance and purpose of residence at a particular place, and
  - (e) documentation of:
    - (i) property tax and rent receipts, telephone, gas or other utility receipts,
    - (ii) driver's license,

- (iii) vehicle registration or pink card,
- (iv) income tax assessments,
- (v) employment insurance documents,
- (vi) voters list registration,
- (vii) employee benefit fund administration registrations, and
- (viii) registration of minor dependents in school.

#### **Article 14. Mid-Shift Meals for Camp Residents**

14.00 Notwithstanding the provisions of the Camp Rules and Regulations, all Employees who reside at the Onsite Camp Facilities will be provided with a bagged meal and hot beverages for their mid-shift meal. Where practicable, lunch rooms will be furnished with microwave ovens and refrigerators.

#### **Article 15. General Holidays**

15.00 General Holidays shall be observed in accordance with Schedule 8.

15.01 In order to achieve uniformity in application for all trades under the scope of this Agreement the observance of a General Holiday will be dealt with in a manner consistent with Article 15.02.

15.02 General Holidays will be observed as follows:

- (a) A General Holiday that falls on a day that, but for the General Holiday, is a day that would have been scheduled for work, will be observed on that date. That day will become a day off, or if worked, the Employee shall be paid at the Standard Hourly Rate of Pay multiplied by 200%.
- (b) A General Holiday that falls during a "vacation", or during a furlough within the meaning of Article 12.00(c), will be deemed to have been observed on the day on which it falls, and will not affect the date of the return to a work cycle nor the rate of pay for that date.

#### **Article 16. First Nations, Local Residents and Women**

16.00 The early and continued participation of First Nations members, Local Residents and women, is desirable; accordingly, the Parties agree to optimize employment and training opportunities for such qualified First Nations members, Local Residents and women under this Agreement subject to the general referral practices of the Unions.

#### **Article 17. Apprentice Ratio**

17.00 The Parties agree to cooperate in attaining the optimal training and deployment of apprentices on the Project. The employment of apprentices (within regulatory requirements and limitations), will be promoted throughout the duration of the job, and shall provide for a spectrum of apprentices from the first year through to fourth year (as appropriate to the respective trade). The Owner and the Project Manager have established a target workforce composition of 33% apprentices and the Parties will work towards that target.



## Article 18. Hiring

- 18.00 Referral procedures shall be as set out in the Agreement-Based LOUs. In addition to the referral procedures that are set out in the Agreement-Based LOUs, the Unions shall make all reasonable efforts to ensure that those engaged in the performance of any of the Capital Works do not have to travel in order to pick up their dispatch or referral slips. The Unions shall make every effort to use facsimile transmission, courier service or some other efficient means to avoid unnecessary travel, transportation and delay.
- 18.01 Employees upon arrival on site shall have up to date certification in the following safety training courses:
- (a) workplace hazardous materials information system
  - (b) generic safety orientation;
  - (c) fall arrest;
  - (d) confined space; and
  - (e) first aid.
- 18.02 At their discretion, the Employers will hire qualified supervision from within the Union first provided they have all proper qualifications to supervise the members of their trade. However, should there not be sufficient qualified supervision in a Union, and a Union is not in a position to supply adequate supervision, the Employer may bring in qualified supervision from within or outside the Union to properly supervise work performed on the Project and the Union shall confirm its concurrence with such action in writing.
- 18.03 A process to facilitate the training, development and effective utilization of Supervision including site foremen will be developed in accordance with paragraph (2) of Schedule 7.
- 18.04 Once an individual working on the Project resigns their employment with an Employer, such individual will not be permitted to work on the Project for sixty (60) days from the date such individual ceased to be employed unless such sixty (60) day period is waived by the Owner and the Employee's Union.
- 18.05 Individuals whose employment is terminated for just cause by any Employer will not be eligible or suitable for employment by any other Employer on the Project for a period of no less than sixty (60) days and up to and including the duration of the Project with mutual agreement of the Employer and the Union; this will be addressed at the time of their termination and be given in writing to the individual and to the Union that dispatched him or her. Any exceptions to this provision will be at the sole discretion of the Project Manager. At the request of the Project Manager, the LMC shall devise a process to allow such former Employee to seek eligibility for Project Site access after termination. When the Project Manager with the LMC have agreed to such a process the Project Manager, in conjunction with the Owner, will implement it.
- 18.06 In the event that a Union is unable to dispatch the required number of skilled workers to an Employer within seventy-two (72) hours of the requested start date by the Employer, excluding Saturdays, Sundays and General Holidays, the Unions will seek such workers from affiliated unions within Canada and in the appropriate circumstances support the Project Manager and the Employers with the importation of labour from outside of Canada. This will include support

for a group labour market impact assessment (“LMIA”) to allow temporary foreign workers (“TFW”s) access to the Project. To the extent possible, the Unions will facilitate arrangements with their International Union Affiliate to identify and expedite the provision of skilled workers from other jurisdictions such as the United States of America.

18.07 If at any time during the term of this Agreement the process to employ TFWs on the Project Site is initiated, it will be at the Project Manager’s sole discretion as to when, and under what conditions or circumstances, the process will be terminated. If at any time TFWs are currently employed on the Project Site and the Unions begin to have qualified members who are available to work on the Project Site, the Project Manager will have the discretion to layoff all or any of the TFWs and replace them with members of a Union.

#### **Article 19. Composite Crews**

19.00 The Parties agree that construction trade jurisdictions shall be respected. However, in order to enhance productivity and efficiency on the Project, workers will be expected, from time to time, to perform work assignments outside of their trade jurisdiction, provided that they have the capabilities and qualifications to perform the work safely.

19.01 The creation of composite crew(s) for a specific scope of work shall be subject to the consent of each Union providing members to the composite crew during the markup process as agreed to by the affected parties. Where mutually agreed by the subcontractor(s) and the affected Unions to be necessary, assignment of work may be to composite crews. The request for composite crews by the subcontractor(s) will not be unreasonably denied.

19.02 Upon achieving agreement for the utilization of a composite crew for a specific scope of the Capital Works, the following procedure or guidelines shall be followed:

(a) Each Union, subject to availability, shall provide members to work on the composite crew on a pro-rated basis as per the estimated hours of work per trade. The Union that provides the greatest number of Employees to the composite crew shall provide the first required foreman/general foreman subject to availability. If more supervision is required, such supervision shall be provided on a pro-rated basis if practical.

(b) Each member of the composite crew, where practical, shall predominately be assigned work in such member's primary trade; however, to complete the scope of work as efficiently as possible, from time to time, such member will be given other assignments based on the member's skill and ability.

(c) Composite crew work assignments shall be on a without prejudice basis.

#### **Article 20. Lay-offs**

20.00 The Parties recognize the substantial effort and cost involved in recruiting workers who are not members of a Nova Scotia union, but it is also accepted that workers who are members of a Nova Scotia union expect consideration in terms of job retention on projects in Nova Scotia. Therefore a lay-off protocol designed to balance these two interests is agreed in accordance with paragraph (1) of Schedule 7.

## **Article 21. Legislation**

21.00 This Agreement shall be governed by the laws of the Province of Nova Scotia and applicable federal legislation.

## **Article 22. Camp Accommodations**

22.00 Onsite Camp Facilities will be constructed, maintained and operated in full compliance with all applicable laws.

22.01 The Project Manager shall have the sole authority to maintain and operate the Onsite Camp Facilities, including the assignment of accommodation to particular Employees, and to establish and amend rules and regulations ("Camp Rules and Regulations"), which shall include a final and binding process to be agreed by the Parties to settle disputes respecting the application of the Camp Rules and Regulations and such disputes will be resolved using the process articulated in the Camp Rules and Regulations.

22.02 Employees who live in the Onsite Camp Facilities and who do not report for scheduled work on a particular day for any reason other than illness reported to the designated medical representative on-site or an approved absence, may be charged for their accommodation at the full room and board rate established by the Project Manager for the particular day or days on which such work was scheduled, subject to reconsideration by the LMC.

22.03 Employees, including those living in the Onsite Camp Facilities, shall be deemed not to have commenced work unless and until they have reported to their assigned work location.

## **Article 23. Management Rights**

23.00 Subject to the terms of this Agreement, to the extent of the scope of their contracts on the Project, Employers shall retain full and exclusive authority for the management of their operations.

23.01 It is understood that supplies, materials, equipment, pre-cast items, pre-assembled items, modularized components or other property for the Project may be purchased from any worldwide supplier regardless of their nature, or the union or non-union status of the supplier and other persons involved in their manufacture, plant assembly or delivery. If and to the extent that the Project Manager or any of its subcontractors who are an Employer is responsible for the installation of any equipment or other property, the installation of the equipment or other property shall be performed in accordance with plans and specifications provided by or on behalf of the supplier. Where practicable, where a situation arises with respect to onsite work that foreseeably could create controversy, the Project Manager will contact the affected Union(s) to discuss.

23.02 No Union and no Employee shall refuse to handle or refuse to install any supplies, materials, equipment, pre-cast items, pre-assembled items, modularized components or other property regardless of its source or the union or non-union status of persons involved in the manufacture, plant assembly or delivery of such supplies, material, equipment, pre-cast items, pre-assembled

items, modularized components or other property, and no Union or Employee shall honour hot or unfair cargo declarations. The Unions and the Employees shall respect the “first drop principle” in cases of supply or delivery of equipment and other property to the Project.

- 23.03 No Union and no Employee shall refuse to perform work on the basis that other work is being performed on a Project Site or in support of the Project by persons who are not members of a particular union or who are not associated with a particular union.
- 23.04 The Parties agree to support and participate in value-added programs such as behavioural based safety, semi-automatic and automatic welding technologies, and productivity enhancement programs.
- 23.05 It is recognized that the use of any technology, equipment, machinery, tools, energy and/or labour saving devices and methods of performing work may be initiated by the Project Manager and any of the Employers from time to time during the performance of the Capital Works and the Parties agree that there will be no restriction of such uses and methods.

#### **Article 24. Union Security**

- 24.00 Subject to the provisions of this Agreement, all Employees performing any of the Capital Works shall obtain and maintain membership in the applicable Union to which such work relates. Employees performing any of the Capital Works who are not members of the applicable Union and who are hired in accordance with Article 19.01 shall forthwith make application to join that Union subject to its reasonable and usual universally applied membership procedures.
- 24.01 No individual shall be engaged by any Employer for the purpose of performing any of the Capital Works, nor shall any individual be granted access to the Project Site for such purpose, unless and until the applicable Union to which such work relates has issued to the individual a valid referral slip (dispatch) or, in lieu thereof, such other authorization mutually agreed upon by the Employer and the Union in lieu of a referral slip (dispatch).
- 24.02 The Employer shall remit to the Union all Union dues (including field dues) and other remissions required by an Agreement-Based LOU in accordance with the terms of that Agreement-Based LOU subject only to Article 1.01.
- 24.03 Duly authorized representatives of the Union shall have access to the Project Site at all times, provided that they do not unnecessarily interfere with the progress of the Work, they comply with the Project Site safety and security regulations and they notify the proper representative of the Project Manager prior to proceeding on the Project Site.
- 24.04 Subject to Article 1.01, any and all other union security provisions in the Agreement-Based LOUs are adopted herein for the appropriate Union.

## **Article 25. Stewards**

- 25.00 In relation to the performance of Capital Works, stewards shall be appointed as set out in the Agreement-Based LOUs. When a scheduled second (or third shift) occurs, the steward(s) for such shift(s) may be appointed. Such appointments shall be confirmed in writing to the Employer and Project Manager. Stewards working on shift will not retain their status when the shifts are cancelled.
- 25.01 Stewards will notify and obtain permission from their immediate foreman when leaving their assigned work location to deal with matters relating to this Agreement and such permission will not be arbitrarily denied or delayed.
- 25.02 Stewards will not be discriminated against.
- 25.03 There shall be no non-working stewards; however, stewards, subject to Articles 25.00 and 25.01 above, shall be granted sufficient time during working hours to conduct their legitimate duties as steward.
- 25.04 Where Overtime is worked by a crew, the steward shall be one of the Overtime crew or shall be given the opportunity to designate a replacement steward in the event they do not possess the necessary qualifications to perform the work.
- 25.05 The Employer shall notify the Union and the Project Manager prior to the dismissal of a steward.

## **Article 26. Code of Excellence**

- 26.00 The Parties, with the concurrence of the Owner, support the application and administration of the code of excellence described in Schedule 10 (the "Code of Excellence").
- 26.01 The Parties agree that they shall deal with the below listed matters on the basis that they will consider each of the items and agree on appropriate programs, implementation and administration. Those matters are health and safety, site closures, pre-job markups, training and maximization of the practical use of apprentices, and where appropriate, trainees.
- 26.02 The Parties agree to discuss matters of mutual interest pertaining to the performance of the Capital Works with the objective of promoting and maintaining beneficial relations and co-operation between the Parties, the Project Manager, the Employers and their Employees and the Owner and to discuss and implement ways to make the construction of the Project successful.

## **Article 27. Duration**

- 27.00 This Agreement shall be for a term commencing on the date of its signing and shall expire on the date upon which the Capital Works are complete pursuant to Schedule 5, paragraph 4.

**Article 28. Effective Date**

28.00 This Agreement is agreed to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date set out above.

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL UNION 73**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, LOCAL UNION 1**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA LOCAL 83 OF THE ATLANTIC CANADIAN REGIONAL COUNCIL**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 625**

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS, LOCAL UNION 116**

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRONWORKERS, LOCAL UNION 752**

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL UNION 615**

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE MILLWRIGHTS AND MACHINE ERECTORS, LOCAL UNION 1178**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 721**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, LOCAL UNION 1439**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING, STEAMFITTING AND PIPEFITTING INDUSTRY OF THE UNITES STATES & CANADA, LOCAL UNION 56**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES OF THE PLUMBING, STEAMFITTING AND PIPEFITTING INDUSTRY OF THE UNITED STATES & CANADA, LOCAL UNION 244**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**BUILT-UP ROOFERS', DAMP & WATERPROOFERS' SECTION OF THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 409**

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL UNION 409**

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 125**

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### **Schedule 1: Twenty-One Days On, Seven Days Off Work Cycle**

- (1) A work cycle will consist of:
  - twenty-one, ten-hour shifts,
  - followed by seven days off.
- (2) In each shift the eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) scheduled hours of work will be paid at the Standard Hourly Rate of Pay multiplied by 200%. The seven (7) regularly scheduled hours of work up to the eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) scheduled hours of work will be paid at the Standard Hourly Rate of Pay.
- (3) Each Schedule 1 work day shall commence and end at such times between 6:30 a.m. and 6:30 p.m. determined by the Employer. With the mutual consent of the Parties, a standard work day may commence or end outside of the above listed hours.
- (4) Work performed in excess of the ten scheduled hours of work in a day or on a furlough or vacation day will be paid at the Standard Hourly Rate of Pay multiplied by 200%.
- (5) The seven days off shall be considered a “furlough”.
- (6) An Employee who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days’ notice, with a copy of the notice provided to the Employee’s steward. If the Employee has requested the transfer then overtime rates will not apply for days worked on a furlough or vacation day under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled seven day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.
- (7) Work performed on a General Holiday shall be paid at the Standard Hourly Rate of Pay multiplied by 200%.

## Schedule 2: Twenty Days On, Eight Days Off Work Cycle

- (1) A work cycle will consist of:
  - twenty, ten-hour shifts,
  - followed by eight days off.
- (2) In each shift the eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) scheduled hours of work will be paid at the Standard Hourly Rate of Pay multiplied by 200%. The seven (7) regularly scheduled hours of work up to the eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) scheduled hours of work will be paid at the Standard Hourly Rate of Pay.
- (3) Each Schedule 2 work day shall commence and end at such times between 6:30 a.m. and 6:30 p.m. determined by the Employer. With the mutual consent of the Parties, a standard work day may commence or end outside of the above listed hours.
- (4) Work performed in excess of the ten scheduled hours of work in a day or on a furlough or vacation day will be paid at the Standard Hourly Rate of Pay multiplied by 200%.
- (5) The eight days off shall be considered a “furlough”.
- (6) An Employee who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days’ notice, with a copy of the notice provided to the Employee’s steward. If the Employee has requested the transfer then overtime rates will not apply for days worked on a furlough or vacation day under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled eight day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.
- (7) Work performed on a General shall be paid at the Standard Hourly Rate of Pay multiplied by 200%.

### **Schedule 3: Fourteen Days On, Seven Days Off Work Cycle**

- (1) A work cycle will consist of
  - fourteen, ten-hour shifts,
  - followed by seven days off.
- (2) In each shift the eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) scheduled hours of work will be paid at the Standard Hourly Rate of Pay multiplied by 200%. The seven (7) regularly scheduled hours of work up to the eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) scheduled hours of work will be paid at the Standard Hourly Rate of Pay.
- (3) Each Schedule 3 work day shall commence and end at such times between 6:30 a.m. and 6:30 p.m. determined by the Employer. With the mutual consent of the Parties, a standard work day may commence or end outside of the above listed hours.
- (4) Work performed in excess of the ten scheduled hours of work in a day or on a furlough or vacation day will be paid at the Standard Hourly Rate of Pay multiplied by 200%.
- (5) The seven days off shall be considered a “furlough”.
- (6) An Employee who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days’ notice, with a copy of the notice provided to the Employee’s steward. If the Employee has requested the transfer then overtime rates will not apply for days worked on a furlough or vacation day under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled seven day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.
- (7) Work performed on a General Holiday shall be paid at the Standard Hourly Rate of Pay multiplied by 200%.

#### **Schedule 4: Longer Term Work Cycles**

- (1) Longer Term Work Cycles will be offered via one of two (2) schedules, yet to be determined:
  - 41 calendar days in - 7 calendar days out rotation or;
  - 84 calendar days in - 14 calendar days out rotation
- (2) The Owner and Project Manager may be required to alter these schedules recognizing it may be necessary to change schedules to accommodate flights to transport Employees to and from the project. These schedules will only be offered to Employees who volunteer to work long work cycles.
- (3) Each work week shall consist of sixty (60) hours' work, ten (10) hours per day. In each shift the eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) scheduled hours of work will be paid at the Standard Hourly Rate of Pay multiplied by 200%. The seven (7) regularly scheduled hours of work up to the eighth (8<sup>th</sup>) ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) scheduled hours of work will be paid at the Standard Hourly Rate of Pay.
- (4) Each Schedule 4 work day shall commence and end at such times between 6:30 a.m. and 6:30 p.m. determined by the Employer. With the mutual consent of the Parties, a standard work day may commence or end outside of the above listed hours.
- (5) Work performed outside of the ten scheduled hours of work in a day, sixty hours in a week or on a furlough or vacation day will be paid at the Standard Hourly Rate of Pay multiplied by 200%.
- (6) The seven or fourteen days off shall be considered a "furlough".
- (7) The Employer may schedule any day start for Employees on this shift cycle. Having designated a start day the Employer shall not alter the schedule except in the following manner: An Employee who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days' notice, with a copy of the notice provided to the Employee's steward. If the Employee has requested the transfer then overtime rates will not apply for days worked on a furlough or vacation day under their previous schedule. If the transfer is not as a result of an Employee request, the Employee shall be given a minimum of the scheduled seven or fourteen day furlough, or overtime provisions will apply for days worked, as a result of such transfer, during the scheduled furlough the Employee would have been entitled to under their previous schedule.
- (8) Work performed on a General Holiday (or the day designated for the observance of the General Holiday) shall be paid at the Standard Hourly Rate of Pay multiplied by 200%.

## Schedule 5: Capital Works

- (1) Subject to paragraph (2) of this Schedule 5, “Capital Works” means the general construction work (other than support services such as bussing, geotechnical services, surveying and security) in respect to the Project carried on at the Project Site.
- (2) Capital Works specifically exclude the following:
  - (i) the preparation of the Project Site including activities related to deforestation, land excavation, land infill and all of the other work that is necessary to prepare the Project Site for the construction of the permanent works and for greater certainty, such other work includes the construction of all temporary roads, drainage, parking lots and infrastructure;
  - (ii) the operation and maintenance of the Onsite Camp Facilities and all activities related thereto subject to Schedule 6, and the construction, operation, maintenance and removal of any temporary engineering or construction offices and all activities related thereto;
  - (iii) the transportation, delivery, handling, re-positioning and plant assembly of any equipment or other property that is delivered to the Project Site if, and to the extent that, the contract of purchase and sale of such equipment or other property, or any related agreement, requires that the transportation, delivery, handling, re-positioning or plant assembly of such equipment or other property be performed by, or on behalf of, the supplier and responsibility for such transportation, delivery, handling, re-positioning or plant assembly is not assumed by the Project Manager or by any Employer;
  - (iv) all construction work performed pursuant to any contract awarded by the Project Manager to any of its subcontractors who are not subject to a collective agreement such as any subcontractor who is not subject to a collective agreement and who is
    - (a) engaged to construct any temporary storage space on the Leased Land Site, or;
    - (b) engaged to construct the deck of the pier and below deck (including winches, bumpers and all other appurtenances associated with the berthing of ships) and related marine work provided that such subcontractor will utilize Employees covered by this Agreement for all construction work except for positions for which the subcontractor has secured a Labour Market Opinion or after consultation with the appropriate Union for positions on key equipment for which a Canadian worker has been requested.

For greater certainty, the construction of the batch plant and all infrastructure related to the loading of LNG onto berthed ships is included in Capital Works;

- (v) all work and activities performed by the Project Manager's personnel and by personnel of its subcontractors in relation to the Commissioning of the Project and any warranty work;
  - (vi) all work and activities performed by the Owner's personnel and by personnel of its contractors and their subcontractors in relation to the operation and maintenance of the Project; and
  - (vii) unless otherwise designated by the Owner, all work performed in respect of any water supply or gas transmission pipelines situated on or near the Project Site.
- (3) CLRA, at the request of the Owner or the Project Manager, may amend paragraph (2) of this Schedule 5 for work not yet contemplated or work where the Owner or Project Manager is not able to secure a Union subcontractor who meets the Project Manager's corporate prequalification process.
- (4) "Capital Works" pursuant to this Agreement will be deemed to be completed when the Owner has assumed operational control of the Project.
- (5) Notwithstanding paragraph (2) of this Schedule 5, if a contractor or subcontractor performs Commissioning or maintenance activities or any other work in respect of any aspect of the Project after the Owner has assumed operational control of the Project, then the Owner may choose to declare that this Agreement also applies to those activities or that work.

### **Schedule 6: Camp Construction**

- (1) Any work on the construction and removal of the Onsite Camp Facilities which falls under the jurisdiction of one of the signatory Unions shall be performed by members of the appropriate Union.
- (2) Construction and removal of the Onsite Camp Facilities will be performed under the terms of this Agreement, with the following exceptions:
  - (i) The rate of pay shall be the Commercial rate (or equivalent non-Industrial rate) as listed in each Union's Agreement-Based LOU.
  - (ii) The regular hours of work shall be forty-five (45) hours per week, nine (9) hours per day.
  - (iii) Overtime for all hours worked beyond nine (9) hours each regular work day shall be paid at a rate of 150%, except for all hours worked on Sundays or Designated Holidays which shall be paid at a rate of 200%.



## Schedule 7: Other Issues

- (1) **Lay-off Protocol:** In the event of a lay-off affecting Employees working on the Project covered by this Agreement, the following protocol will be followed:
  - (i) Voluntary Lay-Offs – Employees on the Project may be offered the opportunity to exercise the option to accept a voluntary lay-off when there are lay-offs planned on the Project affecting their trade. In such cases this option will be offered to Union members first, travel card members second, and workers on permits third.
  - (ii) Transfers – In a situation where one Employer is planning to lay-off Employees on the Project and there are unfilled calls for workers in that trade on the Project, transfers between Employers covered by the terms and conditions of this Agreement will be allowed, provided that there is no interruption of the Employee's earning and her entitlement to camp or Living Out Allowance does not lapse. The offer to accept a transfer under these circumstances will be made to Union members first, travel card members second and workers on permit third. All transfers will be reported and confirmed through the Local Union's referral procedures.
  - (iii) Lay-Offs – Except as modified herein, all lay-offs will be carried out in accordance with the terms of the applicable Agreement-Based LOU. It is understood that where an Employer on the Project is planning a lay-off of workers, Employees in the trade where the lay-off is planned who are working for that Employer on the Project under a Labour Market Opinion will be subject to first lay-off unless they are able to be transferred under Clause (ii).
- (2) **Supervision:** It is in the interests of the Parties to this Agreement to promote the training and development of foremen and other supervisors to manage the extensive amount of work contemplated in the jurisdictions of the Unions. Training and mentoring of supervisors will be facilitated and encouraged on the Project within the scope of this Agreement. Employees showing leadership potential will be encouraged to accept the role of foreman as needed on the Project and will be provided with training and mentoring with a view towards making them successful. Where it is not feasible to meet the needs for supervision on site from within the ranks of the Union tradesmen, or in those situations where there are special language situations that need to be considered, the Parties to this Agreement will establish a protocol for ensuring that supervisory needs are met having due regard for the need to maintain safety, productivity, quality, and a working environment that will promote the attraction and retention of workers.

**Schedule 8: Observance of General Holidays**

General Holidays shall be observed in accordance with the below Project Calendar. If and when additional work cycles or schedules under the Agreement are applied, a calendar for observance of General Holidays will be developed for applicability to each such work cycle or schedule. Should new statutory holidays be declared applicable in Nova Scotia during the term of this Agreement, those new holidays shall be incorporated into the Agreement where applicable.

CALENDAR YEAR 2016	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON	
New Years Day	Friday	January 1, 2016	Same	
Heritage Day	Monday	February 15, 2016	Same	
Good Friday	Friday	March 25, 2016	Same	
Victoria Day	Monday	May 23, 2016	Same	
Canada Day	Friday	July 1, 2016	Same	
Labour Day	Monday	September 5, 2016	Same	
Thanksgiving Day	Monday	October 10, 2016	Same	
Remembrance Day	Friday	November 11, 2016	Same	
Christmas Day	Sunday	December 25, 2016	Monday	December 26, 2016
Boxing Day	Monday	December 26, 2016	Tuesday	December 27, 2016
CALENDAR YEAR 2017	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON	
New Years Day	Sunday	January 1, 2017	Monday	January 2, 2017
Heritage Day	Monday	February 20, 2017	Same	
Good Friday	Friday	April 14, 2017	Same	
Victoria Day	Monday	May 22, 2017	Same	
Canada Day	Saturday	July 1, 2017	Monday	July 3, 2017
Labour Day	Monday	September 4, 2017	Same	
Thanksgiving Day	Monday	October 9, 2017	Same	
Remembrance Day	Saturday	November 11, 2017	Monday	November 13, 2017
Christmas Day	Monday	December 25, 2017	Same	
Boxing Day	Tuesday	December 26, 2017	Same	
CALENDAR YEAR 2018	HOLIDAY FALLS ON		HOLIDAY OBSERVED ON	
New Years Day	Monday	January 1, 2018	Same	
Heritage Day	Monday	February 19, 2018	Same	
Good Friday	Friday	March 30, 2018	Same	
Victoria Day	Monday	May 21, 2018	Same	
Canada Day	Sunday	July 1, 2018	Monday	July 2, 2018
Labour Day	Monday	September 3, 2018	Same	
Thanksgiving Day	Monday	October 8, 2018	Same	
Remembrance Day	Sunday	November 11, 2018	Monday	November 12, 2018
Christmas Day	Tuesday	December 25, 2018	Same	
Boxing Day	Wednesday	December 26, 2018	Same	

CALENDAR YEAR 2019	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Tuesday January 1, 2019	Same
Heritage Day	Monday February 18, 2019	Same
Good Friday	Friday April 19, 2019	Same
Victoria Day	Monday May 20, 2019	Same
Canada Day	Monday July 1, 2019	Same
Labour Day	Monday September 2, 2019	Same
Thanksgiving Day	Monday October 14, 2019	Same
Remembrance Day	Monday November 11, 2019	Same
Christmas Day	Wednesday December 25, 2019	Same
Boxing Day	Thursday December 26, 2019	Same
CALENDAR YEAR 2020	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Wednesday January 1, 2020	Same
Heritage Day	Monday February 17, 2020	Same
Good Friday	Friday April 10, 2020	Same
Victoria Day	Monday May 18, 2020	Same
Canada Day	Wednesday July 1, 2020	Same
Labour Day	Monday September 7, 2020	Same
Thanksgiving Day	Monday October 12, 2020	Same
Remembrance Day	Wednesday November 11, 2020	Same
Christmas Day	Friday December 25, 2020	Same
Boxing Day	Saturday December 26, 2020	Monday December 28, 2020
CALENDAR YEAR 2021	HOLIDAY FALLS ON	HOLIDAY OBSERVED ON
New Years Day	Friday January 1, 2021	Same
Heritage Day	Monday February 15, 2021	Same
Good Friday	Friday April 2, 2021	Same
Victoria Day	Monday May 24, 2021	Same
Canada Day	Thursday July 1, 2021	Same
Labour Day	Monday September 6, 2021	Same
Thanksgiving Day	Monday October 11, 2021	Same
Remembrance Day	Thursday November 11, 2021	Same
Christmas Day	Saturday December 25, 2021	Monday December 27, 2021
Boxing Day	Sunday December 26, 2021	Tuesday December 28, 2021

### **Schedule 9: Payment of Wages**

- (1) Unless otherwise contemplated by this Agreement all wages, benefits, remissions and any other payments which are to be made by any Employer to or for the benefit of an Employee and, subject to Article 1.00(gg), shall be paid in accordance with the wage schedules and calculations contained within the applicable Agreement-Based LOU and such payments shall be computed at the rate in effect at that time and adopt any changes to the Agreement-Based LOU when and how they come in effect in those Agreement-Based LOUs. On May 1, 2018, the total package wage rate as listed in each Agreement-Based LOU shall be increased by 2% and thereafter shall be increased annually during the remaining term of this Agreement by 2% of the then prevailing wage rate under this Agreement. Each signatory Union shall inform the CLRA of any changes to distribution of remittances prior to May 1 of each year, under the terms of each Agreement-Based LOU.
- (2) Additionally, each Employer shall contribute each month to the Mainland Nova Scotia Building Trades Council a total sum equal to five cents (\$0.05) for each hour worked in that month by any Employee under this Agreement.

This will be paid by cheque made out in favour of the Mainland Nova Scotia Building Trades Council and forwarded to the Administrator at the following address on or before the fifteenth (15<sup>th</sup>) day of the following month:

**The Administrator**  
24 Lakeside Park Drive, Suite 101  
Lakeside, NS B3T 1L1

- (3) At the Employer's discretion the wages payable to an Employee shall be paid by direct deposit to a bank account designated by the Employee.

## **Schedule 10: Mainland Nova Scotia Code of Excellence**

This Mainland Nova Scotia Code of Excellence (“the Code”) is adopted by the Goldboro LNG Project to set the standard for safety, productivity and positive labour relations. This Code creates responsibility and accountabilities for all of our stakeholders and sets the standard for how we all will conduct ourselves.

### **1.00 Principles**

- 1.1 The purpose of this Code of Excellence is to provide a basis for a commitment and actions from both Employers and the Union members, to meet their responsibilities under the Agreements to which they are bound and provide the best possible outcome for the Owners, thereby elevating the status and relationships of all concerned parties; Owner, Employers, Unions, and Employees. This Code recognizes that maintaining the highest levels of job site professionalism is the joint responsibility of the Union member/Employee, the Union and the Employer.
- 1.2 Adherence to this Code of Excellence requires commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. This Code will promote the use of Union Members’ world-class skills and safe, efficient work practices and work of the highest quality on the Project.
- 1.3 This Code is meant to support, but not replace, the use of good judgment regarding personal and professional conduct. The absence of a specific policy or regulation does not relieve any Employer or Employee from the responsibility of exercising the highest standards in any situation.
- 1.4 The Unions undertake to maintain disciplinary and appeal procedures which are fair, just and equitable for all the Union members. A main objective of this Code is to provide a preferred work force and implement guidelines in correcting unacceptable behaviour or unsatisfactory performance by Union members.
- 1.5 Union members are expected to conduct themselves in a manner that promotes the Union’s reputation and ensures continued confidence in the Union. A Union member is the image of his/her Union.
- 1.6 All persons, whether management, Employer personnel, Union leadership and Union members will treat all persons honestly and fairly, with respect and proper regard for their rights, entitlements, duties and obligations, and at all times act responsibly in the performance of their duties.
- 1.7 All persons, whether management, Employer personnel, Union leadership and Union members shall be aware of their obligations to be a ‘good steward’ for the Environment, and play their role in making this project an Environmental success.

1.8 Union journeymen and senior Union members recognize their obligation to their specific Union and the industry to mentor, train, set work and safety standards for apprentices and new Union members to ensure that they are the best in Canada. These young men and women are our legacy. To this end, Employers undertake to support these activities.

## **2.00 Scope**

2.1 This Code shall be adhered to by all Employers and all Employees working under the jurisdiction of this Agreement.

2.2 This Code shall apply to:

- the Project Site
- the Onsite Camp Facilities
- the Project Site parking lots
- transportation provided by or on behalf of the Project Manager
- meetings, training sessions and social events situated on the Project Site

2.3 The Parties understand and agree that Golden Rules (also known as Lifesaving Rules or Cardinal Rules) exist for the safety and protection of all site participants; as such the Code of Excellence may not be the only vehicle with which the Parties deal with violations of such safety and job site rules.

## **3.00 Building and Construction Trades Council Code of Excellence**

3.1 All members of signatory Unions shall sign the Mainland Nova Scotia Building and Construction Trades Council Code of Excellence, pledging to:

- Do their best to work in a manner consistent with the quality, productivity and safety of every task that they are assigned;
- Be willing to accept responsibility for the quality of their work and behaviour on the job;
- Respect the customer's and Employer's rights, property and tools as they do their own;
- Ensure built right the first time, on schedule and on budget;
- Promote and support continued education and training to enhance skills;
- Create and maintain a safe and healthy work environment; and
- Cooperate with the customer and Employer to meet their statutory, regulatory and contractual responsibilities.

## **4.00 Verification of Breaches of the Code of Excellence**

Breaches of the Code may be reported, in writing. If a complaint is raised it will be supported with documentation supplied to the Union by any two of the following: the Labour Relations Representative, the contractor, Job Steward, Union Member(s), Foreman and/or General Foreman.

4.1 Breaches of the Code may be substantiated where corrective action has been upheld.

- 4.2 When making, or lodging a complaint against a Union member or contractor, details concerning the actual breach, offence(s) or misconduct must be clearly stipulated.
- 4.3 When a report is found to have substance, every attempt will be made to work with the member to correct and solve problems with mentoring, training or counselling. Workers are encouraged to be honest in their capabilities or ask for training or assistance in elevating their skills or behaviours.
- 4.4 When Employers are determined to be in breach of the Code, the Project Manager's Contracts Department will be notified by the Labour Relations Representative. The Contracts Department will, in concert with Senior Project Management and the Employer, determine corrective actions.

#### **5.00 Responsibilities of the Unions**

- 5.1 Meetings will be established between each Union's business manager, or his/her representative to discuss and resolve issues related to the compliance of the Code of Conduct. If applicable, Employer management will be invited to attend and participate in the process.
- 5.2 A method of correction will be used by the applicable Union with members that repeatedly breach the Code of Excellence. It is acknowledged that this method of correction must conform to the Constitution of the applicable International Union.

#### **6.00 Maintenance of Rights and Processes Contained in the Agreement**

- 6.1 This Code of Excellence shall not interfere with the worker's or the Employer's Rights, nor the grievance processes as set out in the Agreement.

#### **7.00 Duration**

- 7.1 This Code of Excellence will be in effect during the currency of this Agreement for the Project.

#### **8.00 Labour Management Committee**

- 8.1 This Labour Management Committee shall oversee the operation of this Code of Excellence and report to the Parties and the Owner on progress made on an as needed basis.

#### **9.00 The Support of the Owner**

- 9.1 The Owner strongly supports this Code of Excellence.