

LNG Canada
Project Specific
Labour Agreement

PROJECT SPECIFIC LABOUR AGREEMENT

THE LNG CANADA PROJECT
CAMP FACILITIES

This Project Specific Labour Agreement (the “Agreement”) is entered into by and between:



**CONSTRUCTION MAINTENANCE
AND ALLIED WORKERS CANADA**

And:



March 21, 2019 to March 30, 2022

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(The Employer and the Union are each a “Party” and together are the “Parties” to this Agreement.)

ARTICLE 1.000 OBJECT

The objectives of the Parties under this Agreement are to: provide fair and reasonable working conditions and job security for Employees (as defined below) hired by the Employer to work on the modular dormitory units installed by the Employer for the LNG Canada Project (the “Project”), promote harmonious employment relationships between all Employers in respect of the Project including between the Employer and Employees, provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement, prevent strikes, work stoppages and lockouts, enable the development of skills of Employees for their and the Employer’s mutual benefit, avoid or prevent unnecessary expenses and delays in relation to the performance of work on the Project, and promote good public relations for the Employer and Employees.

ARTICLE 2.000 EFFECTIVE DATE AND DURATION

The Parties agree that the provisions of this Article 2.000 shall apply and take precedence over any other provisions to the contrary contained elsewhere in this Agreement.

- 2.100** This Agreement shall apply for the period from and including March 21, 2019 and shall continue for the duration of any work performed by Employers signatory to this Agreement on the Project, which is anticipated to continue through March 31, 2021 in the event the contractor parties with whom the Employer is collaborating in respect of the Project are awarded, and enter into a contract with LNG Canada for performance of, the Project (as defined below).
- 2.200** The Parties agree that this Agreement shall apply to the Project and not to any other work performed on or for the Project. In submitting any pricing for its performance of the Project. Employers who agree to be bound by this Agreement may rely on the terms of this Agreement, including the hourly wage rates and other information referenced in or attached to this Agreement.
- 2.300** The Parties acknowledge and agree that this Agreement shall only apply to the employees of the Employers who agree to be bound by this Agreement, to perform labour and other operations in relation to the Project in exchange for wages paid on an hourly basis for which a corresponding hourly wage rate is established by and set forth in this Agreement (such employee members are referred to in this Agreement individually as an “Employee” and collectively as the “Employees”).
- 2.400** The Union acknowledges and agrees that there shall be no strikes, work stoppages, work slowdowns or other disruptive activities engaged in by the Union or by the Employees in respect of the Project. In the event any such disruptive activity occurs, the Union will undertake to act immediately and instruct its Employee members to cease the disruptive activity. For purposes of this Agreement, the Parties acknowledge and agree that a suspension, termination or stoppage of any part of the Project by LNG Canada, JFJV any governmental authority shall not constitute a

work stoppage or disruptive activity by the Union or by the Employees.

- 2.500** The Parties acknowledge and agree that the Project is an “open site” and that non-union personnel, subcontractors, suppliers, LNG Canada personnel and members of other unions, including employees of the Employer who are not members of the Union signatory to this Agreement, are allowed to work and will be working on the site. It is a violation of this Agreement for any Party, or its employees or representatives, to harm or impede harmonious relations on the site or otherwise in respect of the Project.
- 2.600** All employees of the Employer, including Employees to which this Agreement applies, must comply with all health and safety rules and procedures, drug and alcohol testing, site access and security requirements, environmental policies and restrictions, and other rules or codes of conduct applicable to personnel located on or adjacent to the Project site, including those established or mandated by LNG Canada and JFJV.
- 2.700** The Union acknowledges and agrees that employees of the Employer, including Employees to which this Agreement applies, must not engage in any form of violence, harassment, intimidation, bullying or any other disparaging conduct directed at or in relation to any other employee or personnel at the site of the Project.
- 2.800** Any Employee acting in violation of, or not in conformance with, this Article 2.000 may be subject to immediate removal from the Project site by LNG Canada, or by the Employer.

ARTICLE 3.000 EXTENT

3.100 Work Jurisdiction

The Employer recognizes the Union as the exclusive Bargaining agent for all Employees who are members of the Union in their respective trade jurisdictions as defined in Appendix “A”. The Employer further agrees that, by their mutual agreement in writing, Employees, including those having other trade classifications, may be added to or subtracted from the positions of employment to which this Agreement applies.

- (a)** Any jurisdictional disputes between the parties to this Agreement shall be referred to Arbitrator Guy Beaulieu. In the event Mr. Beaulieu is unavailable, the dispute will be referred to a mutually agreed to arbitrator.

3.101 This Agreement shall apply in respect of Employees involved in the construction of the Project on the LNG Canada Project. The Employers recognize the Union as the exclusive bargaining agent for the Employees, as defined above. The Parties acknowledge and agree that this Agreement shall not apply to the Employer’s professional, supervisory, project management or administrative staff, or to its other employees who are not members of the Union.

3.200 Subcontracting

The Employers signatory to this Agreement, and any party who engages or contracts with the Employers in respect of the Project, will be bound to this Agreement.

ARTICLE 4.000 MONETARY PACKAGE

4.100 Allocation of Monetary Package

The Union retains the right, subject to reasonable notice, to reallocate contributions to the Pension, Health and Welfare, Training and Administration Funds. The Union will supply a letter on Union letterhead providing the request to do so.

4.200 Minimum Straight Time Hourly Rates

4.201 The schedule of minimum straight time hourly wage rates as provided for within Appendix "A" shall apply to all work performed in accordance with this Agreement.

4.202 Nothing in this Agreement precludes the Employer from paying above the minimum straight time hourly wage rates specified in this Agreement.

4.300 Employee Classifications

4.301 Foremen

(a) A Foreman shall be defined as an Employee who issues orders or gives direction to other Employees. All direction given to an Employee(s) shall be provided by the Foreman to whom such Employee(s) is regularly assigned.

(b) The minimum straight time hourly wage rate for a Foreman shall be one hundred and fifteen percent (115%) of the applicable Journeyperson. The rate for a General Foreman shall be one-hundred and twenty-two percent (125%) of the minimum straight time hourly wage rate on the project. In addition to such rate, a Foreman or General Foreman shall also be paid all other premiums (i.e. holiday pay, overtime, etc.) which otherwise apply in accordance with this Agreement.

4.302 Apprentices

(a) All references to Apprentices shall be governed by the Regulations and of the Apprenticeship Act excepting wage rates as they affect the respective trade.

(b) Apprentices shall be paid a percentage of the base Journeyman rate as follows:

<i>Four Year Schedule</i>		<i>Three Year Schedule</i>		<i>Two Year Schedule</i>	
First Year	- 60%	First Year	- 60%	First Year	- 60%
Second Year	- 70%	Second Year	- 75%	Second Year	- 90%
Third Year	- 80%	Third Year	- 90%		
Fourth Year	- 90%				

(c) All apprentices employed under the terms of this Agreement shall be members in good standing of the Union signatory to this Agreement.

(d) The maximum ratio of apprentices to journeymen on the job will be one apprentice to one journeyman, unless otherwise required by government legislation. This ratio may be amended by mutual agreement in the Pre-Job Conference or through some other written agreement.

(e) All apprentices shall work with the tools of the trade and shall be under the supervision of a journeyman.

(f) The Employer shall give preference of re-employment to an apprentice following an assigned session of vocational school, if work is available.

4.400 Annual Vacation and Statutory Holidays

4.401 Vacation Pay and Statutory Holiday Pay

Annual vacation pay shall be six percent (6%) of gross earnings and statutory holiday pay shall be six percent (6%) of gross earnings. Annual vacation pay and statutory holiday pay shall be combined at the rate of 12% of gross earnings, and shall be paid to each Employee on each pay cheque and upon termination of employment. An example of how vacation and stat or holiday pay is calculated is found in Appendix "A".

4.402 Annual Vacation

An Employee may take up to 15 work days of annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the Employee and the Employer.

4.403 Statutory Holidays

(a) The following statutory holidays shall apply to all work governed by this Agreement.

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at time and one half (1.5X) the otherwise applicable straight time hourly wage rate.

4.500 Employer Contributions

The schedule of Employer contributions as provided for within the Schedules attached hereto shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of “hours worked”.

4.501 Union Benefit Plan

- (a) The Employer shall contribute the required amount(s) to the Union Benefit Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

4.502 Union Pension Plan

- (a) The Employer shall contribute the required amount(s) to the Union Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.
- (b) The required Employer contribution to the Union Pension Plan on behalf of Apprentices shall be the applicable percentage of the required Employer contribution for Journeypersons in accordance with Article 4.302(b).

4.503 Union Administration and Training Funds

The Employer shall contribute the required amount(s) to the Union Administration and Training Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within the attached Schedules.

4.600 Employee Deductions

4.601 Field Dues

The Employer shall deduct such hourly amount for Field Dues as directed by the Union, and shall forward such deductions to the Union in the manner set forth in Article 5.000.

4.602 Local Union Check-Off

The Employer shall deduct such hourly amount for Local Union Check-Off as directed by the Union, and shall forward such deductions to the Local Union on a monthly basis. Local Union Check-Off shall be deducted from every Employee working on a project located within the Local Union’s geographical jurisdiction who has authorized such deduction. Notwithstanding the foregoing, a Local Union retains the right to not require the deduction of Local Union Check-Off.

4.700 Payment of Wages

- 4.701** The Employer shall, at least every second Friday, pay to each Employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the Employee to a day not more than seven (7) calendar days after the end of each pay period. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and shall be made by electronic deposit.
- 4.702** The Employer shall pay all monies (eg: wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an Employee not later than five (5) days following termination.
- 4.703** The Employer shall provide an electronic itemized statement with each pay, clearly showing the: (i) Employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings.
- 4.704** Where an Employee is not paid in accordance with Articles 4.701 and 4.702, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.

4.800 Payroll Failures

Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

ARTICLE 5.000 MONTHLY REMITTANCES

The timely remittance of Employer contributions and Employee deductions required in accordance with this Agreement is essential for the protection of the Employees and other beneficiaries.

5.100 General Provisions

- 5.101** The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of all Employees working under the terms of this Agreement. Refer to attached Schedules.
- 5.102** Such Employer remittance shall:
- (a)** Be made by a single payment, payable to the Carpenter Workers' Fund, inclusive of all obligations arising from hours up to the close of

the Employer's payroll ending closest to the last day of the preceding calendar month, and

- (b) Be accompanied by a correctly completed Monthly Report to the Administrator, and
- (c) Be received by the Carpenter Workers' Fund not later than the 15th day of the month following that for which such payments are payable.

ARTICLE 6.000 HOURS OF WORK AND OVERTIME

6.100 Regular Hours

6.101 Eight (8) hours shall constitute the regular work day and five (5) days, 40 hours shall constitute the regular work week.

- (a) All hours of work beyond the regular work week shall be governed by section 6.402 shift cycles.

6.102 The regular work week shall commence Monday at 7:00 am and conclude Friday at 3:30 pm, and the regular work day shall be as per the following schedule:

Straight Time:	7:00 am to 11:00 noon	4.0 hours
Meal:	11:00 noon to 11:30 pm	0.0 hours
	11:30 pm to 3:30 pm	4.0 hours
Total Straight Time Hours:		8.0 hours

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

- (a) The starting and stopping time on a project may be varied by the maximum of one (1) hour earlier or later than the normal 7:00 am start at the Employer's discretion. The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b) The starting time of the Employees shall be from the designated lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

6.104 Notice of Termination

The Employer shall provide an Employee with one (1) hours' notice of termination, or one (1) hours pay in lieu thereof. The Employee shall use such notice to gather his personal tools and prepare such tools for the next project.

6.200 Shifts

6.201 Scheduling of Shifts

- (a) The Employer may schedule an afternoon and/or night shift if/as

required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.

- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift.

6.202 Hours of Work and Scheduling

Shift Schedule – Fourteen Days On, Seven Days Off (14/7)

All shifts shall be scheduled up to ten (10) hours per day on the following basis.

- (a) Each day of work shall be compensated based upon a blended hourly rate. The first ten (10) hours worked shall be paid at one point one five (1.15) times the otherwise applicable straight time hourly rate unless other terms and conditions are mutually agreed to by the parties.
- (b) The first two (2) hours of work performed beyond ten (10) hours in a day, the first 12 hours worked on a Statutory Holiday, or the first 12 hours worked on a scheduled day of rest shall be paid at one and one half (1.50) times the otherwise applicable straight-time hourly rate. Work beyond 12 hours in a day will be paid at two (2) times the otherwise applicable straight time hourly rate.
- (c) The Contractor shall have the option to move the start time of any shift by two (2) hours without penalty.
- (d) The seven (7) scheduled days off shall be a furlough.
- (e) An Employee who is transferred to a schedule with a different start day must be provided with a minimum of two (2) scheduled work days' notice. If the Employee has requested the transfer, then overtime rates will not apply for days worked in the scheduled days of rest 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 (7) 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.
- (f) The Parties recognize that variations in the scheduling of the work week (eg: shift rotations, addition of night shift), reporting for work or returning from work, rest breaks, meal breaks 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. If the Contractor intends to make such variations they shall notify the affected Employee(s) as soon as practicable. In the event the Contractor adds a night shift, such night shift shall be paid in the same manner as the day shift otherwise described in this Agreement with the addition of a night shift premium of three dollars (\$3.00) per

hour worked which shall not be applicable on any hour paid at overtime rates.

- (g) The Council and affected Local Union(s) will be notified of any significant variations prior to implementation by the Contractor.

6.203 Shift Premiums

The Employer may schedule an afternoon and/or night shift as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift. Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classification shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Notwithstanding any contrary interpretation of the following schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and nights shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These shift premiums will not be paid for Saturday, Sunday or statutory holidays.

Day Shift:	No shift premium
Afternoon Shift:	Three dollars (\$3.00) per hour worked on any shift which commences between 3:30 pm and 8:30 pm second and subsequent meal breaks are not considered to be hours worked.
Night Shift:	Three dollars (\$3.00) per hour worked on any shift which commences between 8:30 pm and before 1:01 am second and subsequent meal breaks are not considered to be hours worked.

6.300 Call-Out Time

6.301 An Employee who arrives for work but does not work during the work day will receive a minimum of two (2) hours pay at his prevailing hourly rate. An Employee who starts work but is prevented from completing his normal work day will receive a minimum of four (4) hours pay at his prevailing hourly rate. If an Employee works more than four (4) hours he will receive time worked.

6.302 Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather for reasons of safety, the Employer shall decide which Employees shall be required to work inside and the Job Steward

shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

6.400 Rest Breaks

6.401 Two paid (2) rest breaks of 15 minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third paid rest break of 15 minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.

6.402 Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

6.500 Meal Breaks

6.501 Regularly Scheduled Shifts of Ten (10) Hours or Less

One (1) meal break of one-half (½) hour shall be provided on all regularly scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

6.502 Shifts in Excess of Ten (10) Hours

When Employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required, following the tenth (10th) hour, to provide a hot meal at no cost to the Employees, for those involved. One-half (½) hour at the straight time rate of pay shall be allowed for the consumption of the meal. Should an Employee be requested to continue work, then an additional hot meal shall be provided every additional four (4) hours under the same conditions as above.

On projects when it is impractical for the contractor to provide a hot meal, the Employee shall receive a paid 15 minute break at the applicable rate of pay and the Employer shall pay a meal allowance of thirty dollars (\$30.00) in lieu of the meal and time spent to consume the meal.

ARTICLE 7.000 TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS

Notwithstanding any provision of Article 7.000, the Employer and the Union signatory to this Agreement may mutually agree in writing to alter the terms regarding daily travel, LOA, and meal allowances.

7.100 Daily Travel Premium

7.101 Local Resident Employees

A bona fide local resident will be defined to mean any person residing in Kitimat, Kitimat Village, or Terrace BC or within 50 kilometers of these

communities, who has resided within this area for a period of not less than 30 days prior to the commencement of the project.

- (a) A Local Resident Employee shall travel daily between his residence and the bus pick-up location and shall receive a daily travel premium. If a Local Resident Employee chooses to utilize camp facilities then that Employee does not receive any daily travel allowance.
- (b) A Local Resident Employee who is provided company transportation from Terrace to the site shall receive \$15.00 per day.
- (c) The daily travel premium shall be non-taxable to the extent allowed by the Canada Revenue Agency for mileage expense reimbursements

7.200 Initial and Terminal & Turnaround Travel

7.201 The Employer shall pay an initial, terminal and turnaround travel allowance to any Employee who travels to a travel hub as identified in 7.202. Such allowance shall be:

- (a) Employees residing between 100 and 150 km from their designated travel hub \$100.00
- (b) Employees residing beyond over 150 km from their designated travel hub \$125.00
- (c) Refer to Article 7.202 for further clarification and exceptions.

7.202 The four travel hubs shall be Calgary, AB; Edmonton, AB; Vancouver, BC; and a central location somewhere in the Kelowna, BC/Kamloops, BC area. Notwithstanding any/all contrary provision(s) of this Agreement:

(a) Air Travel

Where an Employee uses air travel to travel from one of the travel hubs to Terrace, the following terms and conditions shall prevail.

- (i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes. The Employer will supply transportation from the Terrace airport to the Project.

(b) Timing of Payment

The Employer shall ensure that an Employee receives payment for the applicable travel allowance and any/all applicable reimbursements for incurred expenses in accordance with the Employer's payroll process as per Article 4.700.

(c) Termination of Employment

In the event an Employee voluntarily terminates his/her own employment after having been on the project for less than 15 calendar days, the Employer shall not be required to pay the Employee's terminal travel allowance, and shall additionally be entitled to deduct

the initial travel allowance already paid from the Employee's final pay cheque.

7.300 Pre-Tender and Pre-Job Conferences

The Employer and the Union will review the intended application of all travel and accommodation provisions with respect to an out-of-town project in order to confirm that a common understanding exists. Such review and confirmation should take place prior to the commencement of work, or if possible, prior to the date of tender.

7.400 Marshalling Points

7.401 On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to 30 minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of 30 minutes.

7.402 Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of return to that point on conclusion of work, excluding the meal period where applicable, shall be paid at the applicable straight time or overtime hourly wage rate.

ARTICLE 8.000 HIRING AND MOBILITY OF WORKFORCE

8.100 Name Request Employees and Union Dispatch Employees

8.101 The Employer may name request any/all members of the Union who have worked for the Employer within the previous 12 months, and employ such members on the project. In addition, the Employer may name request 50% of Employees from the Union inclusive of Foremen and General Foremen.

8.102 Otherwise, the Union shall have the right to dispatch all Employees required by the Employer on the project, providing such Employees are members of the Union signatory to this Agreement.

8.200 Notwithstanding Article 8.100, if the Local is unable to dispatch Employees within 48 hours of the Local's receipt of the Employer's dispatch request, the Employer may proceed as follows, but only to the extent that doing so is necessary to fulfill the Employer's dispatch request.

8.201 Request the project Local to dispatch any/all required employees from another Local which is an affiliate member in good standing of the Union. When making such a request, the Employer shall retain the right to choose the order in which such other Local(s) are contacted. The intent of the parties is to minimize the cost to the Employer for initial and terminal travel.

8.202 Transfer to the project any/all remaining employees currently on the Employer's payroll, regardless of the home Local of such employees, and/or

8.203 Choose to obtain employees elsewhere, provided that any such individuals make application to become Union members within two (2) weeks of date of hire and remain Union members as a condition of continuing employment.

8.300 Differentiation of Employee Classifications

Notwithstanding any/all contrary provisions of this Agreement, the Union shall not make any attempt to dispatch an Employee of a different Employee classification than was requested by the Employer. In particular, the Union shall not make any attempt to restrict or deny the Employer from hiring the maximum ratio of Apprentices permitted.

8.400 Reduction in Project Crew

The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.

8.500 Rehiring of Injured Employees

The Employer shall give preference of re-employment to an injured Employee when such Employee is able to return to work, provided sufficient work is available.

ARTICLE 9.000 JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

9.101 For the purpose of representation with the Employer, the Union will function and be recognized as follows:

- (a)** The Union has the right to select or appoint stewards to assist the employees in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Project Specific Labour Agreement. The Union shall notify the Employer of the appointment of all Job Stewards.
- (b)** Job Stewards shall be recognized on the Project and shall not be discriminated against for acting as a duly appointed representative of the Union. The Employer shall provide a Job Steward with sufficient time to carry out his duties.
- (c)** Stewards will receive the hourly premium as set out in Appendix "A". The Union will advise the Employer in writing the name(s) of the steward(s).
- (d)** The steward shall be one of the last three (3) employees on the project.
- (e)** The Union shall have a Job Steward appointed on site at all times.

9.102 The Union acknowledges that stewards have regular duties to perform as Employees of the Employer. Stewards will be given time during the work day to perform their union duties.

The Employer will pay stewards at their regular hourly rate for time spent attending such duties during their working hours.

9.200 Union Representatives

9.201 Duly appointed representatives of the Union are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the Employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

9.202 Representatives of the Union will have access to visit job sites during normal working hours subject to the following:

(a) The Union representative will identify himself to the Project supervisor upon arriving at the Project.

9.300 Leave of Absence

The Employer shall grant a non-paid leave of absence to an Employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the Employee's continued employment. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

ARTICLE 10.000 HEALTH AND SAFETY

10.100 Safety Equipment

10.101 The Employer shall supply to Employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (i.e. safety hats and rubber clothing). Only safety belts with leg and shoulder straps are to be used.

10.102 All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an Employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

10.103 The Employer shall supply welders' leather vests or jackets and leather gauntlet gloves to all Employees assigned to welding work, on a "charge-out" basis.

10.200 Accident Prevention Regulations

10.201 The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Occupational Health and Safety Act* and any refusal on the part of an Employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No Employee shall be discharged because such Employee fails to work under unsafe conditions as set out in the regulations.

10.202 Any refusal by an Employee to abide by known *Occupational Health and Safety Act* regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for dismissal.

10.203 Any Employee may refuse to work where, in the opinion of such Employee, adequate safety precautions have not been provided.

10.300 Project Inspections

The Job Steward, or where there is a safety committee, a Union representative of such committee, shall accompany the Occupation Health and Safety Inspector on all project inspections.

10.400 Injured or Sick Employees

10.401 The Employer shall cover all transportation costs not otherwise covered by the WCB for any Employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either his point of dispatch or back to the project. The foregoing shall also apply for any Employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WCB, if the first aid attendant or a doctor recommends off-site treatment or a return to the Employee's point of hire.

10.402 If an Employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift.

ARTICLE 11.000 WORKING CONDITIONS

11.100 Harassment

The Union and the Employer recognize the right of Employees to work in an environment free from harassment.

11.200 Project Facilities

11.201 Toilets

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary

facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fibreglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every 15 building tradespersons on a project.

11.202 Drinking Water

Where there is no sanitary running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets shall also be supplied.

11.203 Telephone Access

A telephone(s) shall be made available to all Employees at all times for incoming or outgoing emergency purposes, and incoming messages shall be relayed immediately.

11.204 Clean Up Facilities

The Employer shall provide clean up facilities, hand cleaner and paper towels.

11.300 Lockup

11.301 A lockup shall be provided for Employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room.

11.302 Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of 15 square feet per Employee.

11.303 Each lockup shall have windows and venting with adequate lighting and provision for continuous heat 24 hours a day.

11.304 The Employer shall be responsible for having the lunchroom cleaned out daily and kept clear of building material and other construction paraphernalia.

11.400 Tools, Equipment and Protective Clothing

11.401 The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time.

11.402 The cost of transporting an Employee's tools to the job site at the beginning of the job and from the jobsite when the Project is complete shall be paid for by the Employer. Notwithstanding the foregoing, although Employees will normally take their tools with them, when the Employer makes other arrangements for transporting an Employee's tools such Employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick Employee to the Employee's point of dispatch.

11.403 If the following tools or equipment - ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.

11.404 In the event an Employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the Employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

11.500 Insurance

An Employee shall submit an inventory of his tools and working apparel on the project to the Employer upon request, and the Employer shall replace an Employee's tools and working apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.

11.501 Upon request by the Employee, the Employer will provide an Employee a T2200.

ARTICLE 12.000 GRIEVANCE PROCEDURE & DISCIPLINARY ACTION

12.100 Preamble

It is mutually desired and intended by the Union and the Employer that any dispute or complaint arising out of the interpretation of this agreement will be communicated by the Employee to his supervisor in order to provide an opportunity for discussion and timely resolution, prior to the issue becoming a grievance. If an Employee is not satisfied with the resolution offered by his immediate supervisor they may then initiate a grievance.

12.101 "Grievance" means any difference by the persons bound by this Agreement regarding the interpretation, application, operation, or any alleged violation of the Agreement, including discharge for cause alleged to be unjust by the Union; "Party" means one of the parties to this Agreement. Discharge shall not include layoff of Employees for reason of project efficiency or reduction of forces on suspension or completion of work.

12.102 No grievance will be entertained by either party or an arbitrator unless instituted by the aggrieved party within 30 working days of its occurrence, unless a grievance arises out of an alleged unjust discharge, in which case it must be instituted within 30 working days of its occurrence. An occurrence shall be each day an alleged violation continues. (Grievances that pertain to wage/monetary claims must be filed within six (6) months from the date of occurrence).

12.103 The job steward or business agent shall first discuss the grievance with the foreman or superintendent and, if mutually agreed, his decision shall be

final. An Employer shall first discuss the grievance with the business agent.

- 12.104** Failing settlement within ten (10) calendar days of a grievance, the particulars thereof, shall be set out in writing by either party and shall be delivered to the other party. They shall confer upon the matter forthwith and if they agree, their decision shall be final.
- 12.105** If the grievance is not settled pursuant to the above paragraphs within ten (10) calendar days or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons composed as follows:
- (a) The party desiring arbitration shall appoint a member to the Board notify the other party of its appointment in writing and supply the particulars of the grievance in dispute.
 - (b) The party receiving the notice shall appoint a member of the Board within five (5) calendar days and notify the other party of the appointment.
 - (c) The two (2) arbitrators so appointed, shall confer to select a third person to act as chairperson. The chairperson shall be selected within five (5) calendar days of the appointment of the two arbitrators being appointed and will be one of the persons named in this agreement or as may be mutually agreed.
 - (d) The Arbitration Board shall hear the parties, establish whether the grievance is properly before them, determine if the matter is arbitrable, settle the terms of question to be arbitrated and make its award within five (5) days of appointment of the chairperson, except when the time is extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.
 - (e) The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their appointees and one-half (½) the expenses of the chairperson.

12.200 Alternative Methods of Resolution

Notwithstanding any/all contrary provisions of Article 12.000, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator), in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance.

12.300 Disciplinary Action

An Employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

- (a) The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;
- (b) The refusal by the Employee to abide by the requirements of the Employer's clients;
- (c) The refusal by the Employee to abide by the requirements of the Employer's rules, regulations, policies and practices.
- (d) The refusal to abide by the Union's/Local's Constitution and Bylaws.

12.400 Union Representatives

It is understood that in all discussions concerning grievances, any Union representative may accompany the Union member in his meeting and the Union representative may call upon members of the Union or any other Employee to accompany him in his meetings with the Employer's representatives.

ARTICLE 13.000 MANAGEMENT RIGHTS

13.100 The Employer has the right to operate and manage its business in all respects subject only to the limitations expressly stated within this Agreement and applicable laws.

ARTICLE 14.000 SAVINGS CLAUSE

14.100 In the event that any clause, section or article of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

14.200 In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.

14.300 In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 12.000.

ARTICLE 15.000 LEGALITIES

15.100 A copy of this Agreement shall be filed with the British Columbia Labour Relations Board.

ARTICLE 16.000 GENDER CLAUSE

16.100 Where the masculine gender is used in this Agreement it will be considered to include the feminine gender.

ARTICLE 17.000 WAGE RE-OPENER

17.100 The applicable monetary packages in effect until April 30, 2021 shall be those contained in appendix "A1.1". The parties agree to meet for a wage reopener not less than ninety (90) days prior to May 1, 2021 and each subsequent year until completion of the project.

SIGNATURE OF PARTIES

Dated this 18th day of June, 2019.

Dated this _____ day of June, 2019.

¹Signed on behalf of the Employer:

Signed on behalf of the Union:

ATCO

**Construction, Maintenance and Allied
Workers Canada**

"Carey Kostyk"
Vice President

"Chris Wasilenchuk"
President

"Meghan Stuart"
Senior Manager

"Paul Nedelec"
Secretary Treasurer

"Geoff Eustergerling"
Geoff Eustergerling, Senior Advisor, LR



¹ Signatures on File

APPENDIX "A" PREMIUMS AND EMPLOYER CONTRIBUTIONS

Appendix A Notes

Premiums:

Lead Hand	105% of Journeyman base rate
Foreman:	115% of Journeyman Rate
General Foreman:	125% of Journeyman Rate
Shift Premium (Article 6.203)	\$3.00/hour
Job Steward	\$1.50/hour

Welders:

Welders will be entitled to be paid the applicable premium for the full day/shift if any portion of the day was spent welding. Welders shall be compensated \$1.00 per hour or above the applicable Journeyman rate.

Those Employees appointed for the following positions by the Employer shall receive the premiums as follows:

Construction Safety Officer (ACSA)	\$1.25/hour
First Aid Attendant	\$.75/hour

Swing Stage and Bosun Chair	\$0.50/hour
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Such increase shall be paid for actual hours worked on a swing stage and/or bosun chair each day, or four (4) hours, whichever is greater.

Scaffold Erection/Dismantling	\$0.50/hour
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Such increase shall be paid for actual hours worked each day erecting or dismantling scaffolding above the height of seventy (70) feet (as measured from the base plate), or four (4) hours, whichever is greater.

Employer

The wage rates and other provisions set out in the Appendix "A" may be amended by mutual agreement between the Employer and the Union.

Rig Rate and Self-Employed Subcontractor (Direct Service Provider) Provisions: The provisions of Article 6.000 do not apply to Employees paid the "Welder with rig" rate. The rate specified includes vacation and statutory holiday pay, CPP, EI and WCB.

All subcontractors where applicable are required to remit to the Union, such dues and contractual fees as prescribed by the Union.

The Employer agrees to deduct such dues and remittances from the Subcontractors' invoices and remit them to the Union on their behalf as per Article 4.00.

ARTICLE 9 Employees asked by the Employer to be on-call will receive a premium of \$100.00 per rotation.

ARTICLE 10 There shall be **“no pyramiding of premiums”**.

Example: this is the correct calculation:

	Regular Time	Blended Rate (1.15)	Time and a Half
Hourly wage rate:	\$40.65	\$46.75	\$60.98
12% Holiday and Vacation Pay:	\$4.87	\$5.61	\$7.32
Subtotal:	\$45.52	\$52.36	\$68.30
Night Premium (if applicable)	\$3.00	\$3.00	\$3.00
First Aid Premium (if applicable)	\$0.75	\$0.75	\$0.75
Total:	\$49.27	\$56.11	\$72.05

ARTICLE 11 Health, welfare and pension contributions shall be paid on “hours worked” at the LNG Canada Project.

ARTICLE 12 On projects that are more than 100 kilometers away from the Employees home residence, if LOA is applicable it shall be paid according to the following formula:

- 7 day schedule 8 days LOA
- 14 days schedule 15 days LOA
- 21 days schedule 22 days LOA

SCHEDULE "A1.1" CMAW CANADA

EFFECTIVE MAY 01, 2019 TO APRIL 30, 2021

CMAW Collective Agreement

ATCO STRUCTURES & LOGISTICS - LNG CANADA

SCHEDULE "A1.1"

MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PKG

Effective March 21, 2019

Employee Classifications	%	Base Rate	VP/SHP (12%)	Employer Contributions						Total Package
				Benefit Plan	Pension Plan	Admin Fund	Training Fund	Rehab Plan	D&A Policy	
Base Rates		40.65	12%	2.40	4.09	0.30	0.20	0.02	0.01	
Journey person										
General Foreman (GF)	125%	50.81	6.10	2.40	4.09	0.30	0.20	0.02	0.01	63.93
Foreman (FM)	115%	46.75	5.61	2.40	4.09	0.30	0.20	0.02	0.01	59.38
Certified Journey Person (CJP)	100%	40.65	4.88	2.40	4.09	0.30	0.20	0.02	0.01	52.55
Apprentice Carpenter										
4th Term (4th)	90%	36.59	4.39	2.40	3.68	0.30	0.20	0.02	0.01	47.59
3rd Term (3rd)	80%	32.52	3.90	2.40	3.27	0.30	0.20	0.02	0.01	42.62
2nd Term (2nd)	70%	28.46	3.42	2.40	2.86	0.30	0.20	0.02	0.01	37.67
1st Term (1st)	60%	24.39	2.93	2.40	2.45	0.30	0.20	0.02	0.01	32.70
Helper										
up to 500 hours	55%	22.36	2.68	2.40	2.25	0.30	0.20	0.02	0.01	30.22
500 - 1000 hours	60%	24.39	2.93	2.40	2.45	0.30	0.20	0.02	0.01	32.70
1000 to 1500 hours	65%	26.42	3.17	2.40	2.66	0.30	0.20	0.02	0.01	35.18
Utility Person	75%	30.49	3.66	2.40	3.07	0.30	0.20	0.02	0.01	40.15
Skilled Helper	80%	32.52	3.90	2.40	4.09	0.30	0.20	0.02	0.01	43.44

Employee Deductions and Employer Contributions per hour on hours "WORKED":

Hourly Dues	\$0.89
Local Union Check Off	\$0.55