SPECIAL PROJECT NEEDS AGREEMENT

for the

SITE C CLEAN ENERGY PROJECT – GENERATING STATION AND SPILLWAY BALANCE OF PLANT (BOP)

SPECIAL PROJECT NEEDS AGREEMENT

ENTERED INTO THIS 16th DAY OF DECEMBER, 2019

BY AND BETWEEN:

Construction Labour Relations Association of BC ("CLR")

and

Boilermaker Contractors Association of British Columbia

On behalf of:

Aecon-FMI Joint Venture
Ganotec Inc. and Cahill Industrial Limited

(the "Proponents")

- and -

Bargaining Council of British Columbia Building Trade Unions

Pursuant to bargaining authorizations granted individually by each of the Unions signatory to this Agreement

(the "Bargaining Council")

WHEREAS BC Hydro (the "Owner") is constructing the Site C Clean Energy Project (the "Project");

AND WHEREAS the Proponents are bidding to undertake electrical, mechanical and miscellaneous civil/ structural work required to complete the construction of the generating station and spillway and other related facilities - Balance of Plant (BOP) for the Site C Clean Energy Project;

AND WHEREAS the opportunity to work on the Project requires the demonstration of an execution strategy that will ensure the uninterrupted supply of quality tradespeople for the duration of the Project, bridging any local union collective agreement negotiations or legal strikes which may take place in the general construction industry;

AND WHEREAS the Unions are key stakeholders in the overall success of the Project and, further, that Unions with strong and reliable international affiliations can offer critical support in ensuring uninterrupted supply of quality trades people for the duration of the Project;

AND WHEREAS the success of the Project will be facilitated by providing a forum through which key stakeholders including Contractors and Unions may address issues of mutual concern;

AND WHEREAS the success of the Project will be better ensured through an agreement that benefits all stakeholders in terms of enhancing ongoing communications and working relationships;

AND WHEREAS it is the express intention of all of the Parties hereto that the execution of this Agreement in no way detracts from nor adds to the bargaining authority of any of the Proponents or of the Unions,

nor does it in any way act as a surrender of any bargaining authority that any such group may hold;

NOW THEREFORE IT IS AGREED by the Parties that the following terms and conditions of employment shall apply to the Project with respect to any and all awarded work within the scope of this agreement.

A. BASIC AGREEMENTS

1.00 Scope and Definitions

In this Agreement, the following terms shall be defined as set out below whether used in the singular or plural forms:

(a) "Agreement" means this Special Project Needs Agreement operating for the duration of the BOP Project both as an addendum to the Standard Provincial Agreements and, in the event of a labour dispute affecting one or more of those agreements, operating as an independent and ongoing Voluntary Recognition Agreement confined to the Project.

(b) "Bargaining Council" means the Bargaining Council of British Columbia of British Columbia Building Trades Unions.

(c) "BCA" means the Boilermaker Contractors Association of British Columbia.

(d) "BOP Project" means the installation of electrical, mechanical, and miscellaneous civil/structural work required to complete construction of the generating station and spillway and other related facilities at the Work Site.

(e) "Camp Rules and Regulations" means the policies, rules and regulations established from time to time by ATCO Two Rivers Lodge that apply to all residents of camp or accommodation facilities provided for Employees who are not Local Residents.

(f) "Capital Works" means the general construction work of installation of electrical, mechanical, civil, structural work in respect to the Generating Station and Spillways Balance of Plant Project carried out on the Work Site.

(g) "CLR" means the Construction Labour Relations Association of British Columbia.

(h) "Contractor" means the Proponents and/or their sub-contractors working under Collective Agreements with Unions represented by the Bargaining Council to the extent that they are successful in obtaining contracts for the performance of Capital Works on the BOP Project.

(i) "EAC" means the Environmental Assessment Certificated issued in respect of the Project.

(j) "Employee" means a person engaged on the BOP Project by an Employer in accordance with the terms of this Agreement.

(k) "Employer" means any Contractor directly employing members of a Union in accordance with this Agreement.

(l) "Indigenous" means First Nation, Metis or Inuit.

(m) "JAPlan" means the Jurisdictional Assignment Plan of the British Columbia Construction Industry and any amendments thereto.

(n) "Northeast Region" includes the cities of Fort Saint John and Dawson Creek, British Columbia, as well as smaller communities located on the highways connecting those cities.

(o) "Local Resident" means an Employee who is resident within the Northeast Region.

(p) "Owner" means BC Hydro.

(q) "Parties" means CLR, the Proponents, the Bargaining Council, and the individual Unions.

(r) "Project" means the Site C Clean Energy Project which is the third dam and hydro electric generating station on the Peace River in North East British Columbia.

(s) "Site" means the general location of the Project, including all areas covered by the EAC.

(t) "Standard Provincial Agreement" means, the collective agreement which is applicable to the general sector of the construction industry in British Columbia negotiated between the appropriate Union and CLR.

(u) "Union" means any local union that is a member of the Bargaining Council and is therefore subject to this Agreement and "Unions" means any combination of one or more Union. Where appropriate to the context, "Union" also refers to the International Union Affiliate of a Union.

(v) "Voluntary Recognition Agreement" means this Agreement and/or Agreement-Based Letters of Understanding provided for under this Agreement, that are deemed to come into effect pursuant to Article 3.00 and replace Standard Provincial Agreements in the event of a labour dispute interrupting the application of a Standard Provincial Agreement.

(w) "Work Site" means the Site C Clean Energy Project Work Site excluding the camp.

1.01 The Standard Provincial Agreements shall govern the relationship of the Parties with respect to the BOP Project, except as modified by this Agreement.

(a) This Agreement shall govern and displace the terms and conditions of the Standard Provincial Agreements wherever and to the extent that there are inconsistencies between them.

(b) This Agreement shall only apply to Contractors that undertake the performance of the Capital Works described herein.

1.02 This Agreement is limited to Capital Works undertaken as part of the BOP Project. This Agreement does not apply to work which is not "general construction" work (which is work not normally

performed in British Columbia pursuant to a Standard Provincial Agreement). The Capital Works conclude when the Owner has assumed possession of such work or component portion.

1.03 This Agreement and any Agreement-Based LOUs shall be deemed to be attached to and form part of each of the Standard Provincial Agreements for the duration of the BOP Project.

1.04 The Parties agree that this Agreement is final and binding for the duration of the BOP Project and is only subject to amendment pursuant to Article 1.05.

1.05 The Parties may, from time to time, amend this Agreement by mutual written consent.

2.00 Purposes

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

(a) The need to ensure that construction of the Site C Clean Energy Project shall proceed safely, efficiently, economically, and without interruption;

(b) The need to increase the level of safety in the construction industry and during this BOP Project.

(c) The need to recognize that the socio-economic commitments of this BOP Project are to:

(i) carry out construction in a way that enhances the positive socio-economic effects and reduces the negative effects, while maintaining economics and the ability to execute the BOP Project;

(ii) provide direct and indirect opportunities to Indigenous individuals, the people of the Northeast Region, British Columbians, and other Canadians; and,

(iii) ensure that individuals, communities and businesses in the region have full and fair opportunity to participate in the benefits of the Project.

(d) The need to ensure that all Employees understand and respect the unique culture of those peoples who reside in Northern British Columbia and, particularly, the Northeast Region;

(e) The need to ensure that all BOP Project participants respect the rights and preferences of local communities;

(f) The need to enhance the early participation on the BOP Project and the work experience of the qualified trades people and construction workers that are resident in the Northeast Region;

(g) The need to recognize that the execution of the BOP Project will present unique and

unusual challenges regarding the ability of the Parties to meet demands for the supply of skilled labour in a timely manner; and that the Parties must develop creative solutions and work cooperatively to meet these challenges;

(h) The need to establish and maintain harmony between the negotiation and administration pursuant to this Agreement and the collective bargaining and relevant Standard Provincial Agreement administration pursuant to bargaining authorizations in the balance of the construction industry in British Columbia;

(i) The need to maintain harmonious relations between the Site C Clean Energy Project's construction workforces, other workforces in other construction and other activities on the Work Site, so that the effectiveness of all of the work forces is enhanced;

(j) The need to foster work practices which will yield consistency across all trades, cost effectiveness and high quality results, and fair compensation for all participants for productive and quality workmanship;

(k) The need to establish and preserve stability and harmony in the labour management relationships among the Parties, employers and Employees engaged on the BOP Project, so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions, and confrontations are prevented; and,

(l) The need to ensure that the BOP Project will be unaffected by any disruptions (e.g. strikes) that may result from collective bargaining in the general, and specialty sectors of the construction industry, and the presence of non-union workers on the Work Site.

3.00 Relationship to Standard Provincial Agreements

3.01 It is the overarching intention of the Parties that the work encompassed by this Agreement shall continue without abatement due to strike, lock-out, work slowdowns, or any other job action designed to or having the effect of interfering with or otherwise restricting the progress of construction of the BOP Project. Any such activities are strictly prohibited as set out in Article 5 below.

3.02 Notwithstanding Article 1.03, this Agreement, and any Agreement-Based Letter Of Understanding (LOU), shall continue in force through to the conclusion of the BOP Project and this Agreement and any Agreement-Based LOUs may continue after the expiry of one or more Standard Provincial Agreement(s) and strikes related to the renegotiation of the Standard Provincial Agreement(s). Where the renewal, negotiation or re-negotiation of such Standard Provincial Agreements result in changes to wages, benefits or required employer contributions or Employee deductions, such wage, benefit, contribution, or deduction changes shall be adopted herein on the date on which they become effective in the Standard Provincial Agreement(s).

3.03 The Parties to this Agreement and the parties to any 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 and any Agreement-Based LOUs will, automatically and without interruption, transform into stand-alone voluntary recognition agreements whereby the Agreement and Agreement-Based LOUs will each incorporate the provisions of the affected Standard Provincial

Agreement(s) in existence immediately prior to the strike or lockout ("Voluntary Recognition Agreement(s)"), save and except for any provisions of the Standard Provincial Agreement inconsistent with the terms of this Agreement or an Agreement-Based LOU.

3.04 Any such Voluntary Recognition Agreement will be deemed to include a provision agreeing to implement wage and benefit increases equivalent to any wage and benefit increases put in place under the relevant renewal Standard Provincial Agreement. Any applicable changes will be effective on the same date agreed to in the Standard Provincial Agreement.

3.05 The Parties to this Agreement and the parties to any Agreement-Based LOUs agree that the operation of Article 3.03 will create stand-alone voluntary recognition 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 renewal of the Standard Provincial Agreement(s) or the completion of the BOP Project, whichever comes first, at which time they shall cease to have any, continuing, independent effect.

3.06 (a) No Union, nor anyone acting on behalf of any Union, will bring an application of any kind, in any forum, seeking an order that could involve the work of the BOP Project, or Employees employed on the BOP Project under a Voluntary Recognition Agreement, in any bargaining dispute relating to a Standard Provincial Agreement.

(b) Without limiting the generality of the foregoing, no Union, nor anyone acting on behalf of a Union, shall bring an application under sections 35 (successorship), 38 (common employer), 65 (picketing), or 68 (replacement workers) of the *Labour Relations Code* seeking any order that would involve the work of the BOP Project, or Employees employed on the BOP Project under a Voluntary Recognition Agreement, in any bargaining dispute relating to a Standard Provincial Agreement.

(c) It is agreed that filing of any such application will constitute improper conduct for purposes of justifying a refusal of the order sought pursuant to section 133 of the *Labour Relations Code.*

3.07 If, during the term of this Agreement, any of the Unions enter into a competing project agreement which contains provisions which make attracting and retaining employees to the BOP Project more difficult then, at the election of the Proponent, those more advantageous provisions shall replace the comparable provisions under this Agreement. The determination as to whether or not provisions are more advantageous to the Employers is vested exclusively in the Proponent.

4.00 Site Stability

4.01 The Parties acknowledge this Agreement is designed to achieve labour relations stability on the Work Site. It is a violation of this Agreement for any of the Parties to do anything to harm, delay, or otherwise impede construction of the Site C Clean Energy Project including a failure to adequately understand and follow safety rules and procedures applicable to the Work Site. Any individual acting in violation of this Article may be subject to immediate removal from the Work Site if there is an emergent safety or emergency situation arising from such behaviour. Any removal from the Work Site is subject to the grievance procedure contained in this Agreement.

4.02 The Unions agree that Employees will not engage in any form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct directed by an Employee to another Employee for any reason including based on any union affiliation or lack of union affiliation, including any verbal or written communications, or gestures. The Proponent will have a policy that prevents discrimination on the BOP Project on the basis of prohibited grounds as outlined in applicable human rights legislation and Workers Compensation Act of BC.

4.03 The Proponent may establish uniform and consistent rules and policies including rules and policies with respect to accommodation, health and safety, security, workplace conduct and access for the BOP Project. All Employees and Union representatives attending at the Project Site will be required to undergo orientations and agree to such rules and policies as the Owner and/or Proponent may reasonably establish from time to time.

5.00 Work Stoppages and Lockouts

5.01 During the term of this Agreement, there shall be no strikes, lockouts, work stoppages, work slowdowns or other disruptive activity, for any reason, by any Party, Union, Employee, or Employer, which in any way interferes with or otherwise restricts the progress of construction of the BOP Project. In the event of any such disruptive activity, the Parties, Unions and Employers all undertake to act immediately and instruct their members and/or Employees to cease the disruptive activity.

(a) For the purposes of this Agreement, it is understood that a suspension of work, shutdown or termination of any or all of the BOP Project ordered by the Contractor for any reason will not constitute a strike or a lockout of Employees.

5.02 Should a third party dispute be threatened or take place on property near or adjacent to the BOP Project, or on or near the access route to the BOP Project, the Contractor will consult with the Unions regarding any common-site picketing issues and, if necessary, make a joint application to the Labour Relations Board seeking an order that will enable BOP Project Employees to report to work without crossing picket lines relating to the third party dispute.

5.03 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, study session, slowdown or work stoppage of any kind on the part of any Union, any Employee or any group of Employees, complaints will be pursued through to resolution on an expedited basis.

5.04 The Parties agree that:

(a) a time and date for hearing the complaint may be set by the Labour Relations 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 with the scope of this provision is a matter appropriate for hearing by

means of telephone conference.

6.00 No Bargaining Relationship and No Organizing or Raiding

6.01 It is agreed that no bargaining relationship is created with the Owner, the Proponents, or any of their subsidiaries and affiliates or their successors, or any sub-contractor with the Unions, by voluntary recognition or by action of law pursuant to the *Labour Relations Code*.

6.02 Similarly, where the Owner, Proponents, or sub-contractors have participated in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this Agreement and the enhancement of the BOP Project and in no way can be construed to be creating a bargaining relationship, extending a voluntary recognition or taking actions which, by action of law, would bind the Owner, Proponents, or sub-contractors to any collective agreement with any union or organization of unions.

6.03 Where the Owner or Proponent is mentioned in this document, the terms shall be taken to mean the person or persons designated by the Owner or Proponent, if any, in respect to participation in the administration of portions of this Agreement, wherever that context is appropriate.

6.04 (a) The Union, and any person acting on behalf of the Union, will not initiate, pursue or endorse any activity for the purpose of recruitment or representation of employees, contractors or consultants represented by other trade unions, including changes in representation or raids, with respect to any employee, contractor or consultant working on the Project.

(b) Without limiting the generality of the foregoing, there will be no union organizing on the Work Site during any working hours and no disruption of or interference with the other parts of the Work Site as a result of exercising any rights under the Labour Relations Code. In the event of any organizing drive or other actions occurring as a result of a Union exercising its' rights under the Labour Relations Code, the Parties will ensure there is no interference with any work on the Work Site.

7.00 Jurisdiction Disputes - Jurisdictional Assignment Plan ("JAPlan") of the BC Construction Industry

7.01 There shall be a pre-job conference and mark-up in respect of work to be assigned by the Proponent.

7.02 It is the responsibility of the Proponent to notify the Unions of all work assignments that come within the scope of the Agreement.

7.03 The processes and considerations to be followed by the Employers working under this Agreement in the assignment of work on the BOP Project shall be in accordance with the JAPlan in British Columbia.

7.04 A jurisdictional dispute is a difference between the Employer and one or more Unions, or between two or more Unions, respecting the assignment of work.

7.05 All jurisdictional disputes shall be resolved in accordance with the JAPlan.

7.06 The Employers, the Unions and the Employees shall comply with the decision and awards of the Umpire of Work Assignment as defined and established pursuant to the JAPlan.

7.07 Jurisdictional assignments/disputes shall not, at any time, cause a strike, walkout, suspension of work, study session, slowdown, refusal to perform tasks, or a work stoppage of any kind on the part of any Union, any Employee or any group of Employees. 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 the JAPlan.

8.00 Expedited Grievance Process

8.01 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, any Agreement-Based LOU, or any Standard Provincial Agreement as it relates to this Agreement, to an Agreement-Based LOU or to the BOP Project, including any question as to whether this procedure applies and whether a matter is arbitral. Grievances relating to jurisdictional disputes (including wages/benefits) under the JAPlan are not arbitral.

(a) Any Union or Employer may initiate a grievance.

(b) The parties will use their best efforts to settle the matter informally.

8.02 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 occurrence of the alleged grievance or the date on which the person initiating the grievance ought to have known of the occurrence of the alleged grievance. It is understood the ten (10) working day timeframe shall not apply to differences concerning a failure to remit to Trust Funds set out in the Standard Provincial Agreement; 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 occurs first.

Time limits may be extended only by written mutual agreement of the parties. The arbitrator does not have the authority to extend the time limits herein.

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

8.04 <u>Stage I – Discussion</u>

(a) The relevant Union representatives and Employer's on-site Labour Relations Representative and superintendent shall first seek to settle the grievance by discussion.

(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 Stage I discussion, the particulars of the grievance must be reduced to writing by the advancing party and provided to the other party within five (5) working days of the discussion.

8.05 Stage II

In order to effectively and efficiently deal with disputes that arise from the application, administration or operation of this Agreement the Parties agree to the following expedited and internal mechanism to a final, binding and comprehensive method to resolve certain grievances by a panel established by the Parties the procedures of which are as follows:

(a) A grievance must have been processed through Stage 1;

(b) The grievance must be in regard to one of the following or the affected Union(s) and Employer(s) have agreed to process the dispute in this manner;

- discipline or discharge,
- harassment, on-site conduct, entitlements to camp or travel,
- entitlements to travel pay or benefits,
- improper lay-offs & third party dismissals,
- local residency requirements,
- drug and alcohol testing, and/or
- such other issues as the Parties may add to the list;

(c) The parties have exchanged all particulars respecting the matters in issue at least five (5) working days prior to the hearing which may include:

- copies of all witness statements,
- appropriate corporate records,
- 'will say' statements from any witness not covered in (a) above,
- any agreed to statements of facts or law,
- copies of exhibits, and/or
- any griever or employer submissions;

(d) The Panel will be struck to hear such matters as follows:

- The Employer and the Union(s) shall each nominate 2 appointees to determine the dispute. Such persons shall have no direct personal interest in the dispute or have been personally involved in earlier attempts to settle the matter. No representative of the affected Unions or Employer shall be appointed. The Panel shall forthwith agree to a date to hear the case; that date will be given to the Parties.
- The Parties shall forthwith set a time and place for the hearing and give notice of such hearing to the parties to the dispute. The intent of the Parties to this Agreement is that disputes will be heard within 10 days of the referral to the Panel. It is agreed by the Parties that at proceedings of the Panel there will be no legal counsel used by either party to the dispute in the hearing.
- The Panel shall determine its own procedure on the evidence before it and allow each party to the dispute to make its case. They shall have the power to relieve against technicality and irregularity. In their deliberations and in respects of their decisions, actions and hearings they shall have the same immunities, powers and privileges as an Arbitrator under the Labour Relations Code.

- Once the Panel has conducted its hearing and received any and all materials and submissions from the Parties, it shall issue its award which shall be in writing and issued within 48 hours of the hearing. In the appropriate case the parties to the dispute may by mutual agreement extend the time for decision to a certain date. The majority decision of the Panel shall be final and binding on the parties to the dispute. There shall be no appeal, judicial review or other action taken from the majority decision of the Panel. If the Panel is unable to reach a majority decision then the matter may be referred to Arbitration.

8.06 Stage III – Arbitration

(a) Either party may, within ten (10) working days of the issuance of notice of an inability of the panel to reach a majority decision, provide the other with written notice of intent to submit the grievance to arbitration. For matters not processed through the Panel, matters relating to the failure to pay Trust Funds and other remittances and any other dispute not set out hereinbefore, any party or person who is entitled to file a grievance may commence proceedings or continue them to arbitration provided that those proceedings are timely and referred in writing as is provided for herein.

(b) Unless the parties agree otherwise, the dispute shall be submitted to arbitration by a single arbitrator.

(c) The parties shall refer the dispute to the Arbitrator next on the list of approved arbitrators. If for any reason the next arbitrator on the rota of arbitrators cannot hear the matter in a timely fashion the next person on the list shall assigned the dispute and so on until an arbitrator is empaneled. The Parties may add or delete Arbitrators at any time by mutual agreement.

The Arbitrators initially selected by the parties are:

- Vince Ready, John Kinzie, , Julie Nichols, Bob Pekeles, Mike Fleming and Mark Brown

(d) The arbitrator shall be requested to hear the grievance and render an award as soon as possible. The parties will use their best efforts to ensure that the hearing is scheduled and carried out as expeditiously as possible. The Arbitrator shall have the power to peremptorily set a hearing date in the appropriate case where the timeliness of the case could impact the processing of the work on the BOP Project.

(e) The arbitrator shall have any and all powers of an arbitrator specified under the *Labour Relations Code.* They shall render their decision in writing within 10 working days of conclusion of the hearing unless the parties to the dispute agree otherwise to extend the time for consideration of the matter.

(f) Each party to the dispute shall bear its own costs of counsel and all hearing related costs. The reasonable fees and disbursements of the arbitrator shall be equally shared between the parties to the dispute.

(g) An Arbitration Award on an issue shall be deemed to be conclusive of the issue between the same parties on the same or substantially the same facts, in order to prevent the same

subject from being re-litigated and to avoid conflicting decisions for the BOP Project.

B. HARMONY PROVISIONS

The Parties agree that in order to achieve appropriate working relationships amongst the various Unions working on any work to which this Agreement applies, the following conditions shall apply to all. If any conflict exists between these conditions and the terms of the various Standard Provincial Agreements and this Agreement, it is the terms of this Agreement that shall prevail:

9.00 Hours of Work and Scheduling

9.01 The hours of work shall be as set out in the Standard Provincial Agreement with forty (40) hours being the regular work week. However, to provide consistency on the BOP Project, the following hours of work and scheduling provisions shall apply to all:

(a) The following Articles are intended to identify regular hours of work, shift hours, and overtime hours and 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.

(b) When ten (10) hour days are worked, the break and lunch periods shall be those that are set out in the Standard Provincial Agreements or, on a trial basis , in lieu of the break and lunch periods specified in the respective Standard Provincial Agreements, there shall be two paid breaks of one half hour (i.e. thirty minutes) each, approximately equally spaced in the ten hour shift. In the event an Employee is not able to take a break, the Employee shall be paid at applicable overtime rates for the missed break.

(c) The workday shall be ten (10) hours with all hours paid at one point two-eight times (1.28X) the otherwise applicable Straight Time Hourly Rate. Work outside of these hours, including on Statutory Holidays, shall be paid at two times (2X) the otherwise applicable Straight Time Hourly Rate.

(d) A shift premium as per the appropriate Bargaining Council affiliate industry standard agreement will be paid for afternoon/night shifts.

(e) Employees who are not Local Residents shall work shifts as outlined in Schedule "A" attached to this Agreement. Employees on fly-in fly-out shifts will not be entitled to initial or terminal travel provisions, turn-around provisions, mileage, or parking, under the respective Standard Provincial Agreements.

(f) The Employer may also schedule shifts for which the start times are between 12:00 noon and 4:00 a.m. To be classified as shift work, rather than as overtime, such shifts must be scheduled for at least three (3) consecutive shifts. In no event shall the hourly rate be greater than the applicable overtime rate plus shift premium.

9.02 Reporting for Work

The Parties are committed to delivering value for paid time. Accordingly,

(a) Unless some other reporting location is designated by the Employer, Employees shall be

in attendance at their morning safety meeting and prepared to commence work at the scheduled starting time for their respective work-day.

(b) Employees shall be diligent in respecting start times, completion times, lunch periods and rest break periods.

9.03 Variances

The Parties recognize that variations in the scheduling of the work week, 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 BOP Project.

9.04 Shift Cycles

Other shift cycles, and the premium pay in respect to such shift cycles, may be established by the Parties, and will become effective when approved by the Proponent.

9.05 Site Closures

The Proponent may require that periods are scheduled during which construction activity on the Project Site will be suspended during such periods as Christmas/New Year's. During such closures, 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 scheduled as determined by the Proponent.

9.06 Furloughs

The shift rotation provides for periods of rest, called "furloughs". All workers will check out of camp at the end of their assigned work schedule. There may be occasions where workers will be allowed to stay in camp with proper notification and authorization given by camp authorities.

9.07 Vacations

Employees will be granted up to two (2) weeks unpaid vacation annually upon reasonable notice requesting such vacation. No more than twenty-five percent (25%) of the members of a crew may be on vacation at any given time.

9.08 Room Changes

Where an Employee is requested to change rooms or camps by the Proponent, or the ATCO Two Rivers Lodge camp manager during a work cycle they will be paid a $50 disbursement to carry out the move. This provision will not apply where a person is required to pack their room at the end of a shift cycle or to facilitate a move that will occur during the worker's furlough.

9.09 Reporting Time

(a) When an Employee reports to work and cannot start because of inclement weather they shall be paid two (2) hours reporting time 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 which shall include any shift premium. 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 start because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time, at the appropriate rate which shall include any shift premium, and 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 which shall include any shift premium.

(d) If an Employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

(e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reasonable cause.

10.00 Payment of Wages

(a) Wages, benefits, remittances and any other payments to be made by Employers shall be paid in accordance with the wage schedules and calculations contained within the applicable Standard Provincial Agreements or as is provided for in this Agreement. Such payments shall be at the rate in effect at that time and adopt any changes to the Standard Provincial Agreements.

(b) At the Employer's discretion the wages will be paid via direct deposit, and pay stubs (pay notices) shall be deposited in the individuals ePost account.

11.00 Transportation and Travel

11.01 Initial and Terminal Travel

(a) For Employees who are not local residents, the Employer will provide flights to/from pre-determined locations with appropriate ground transportation from the Fort St. John air terminal to/from the camp.

(b) Any Employee choosing to opt out of the Employer provided flights shall receive initial and terminal travel in accordance with the Standard Provincial Agreements.

11.02 Furlough Travel

(a) For Employees who are not local residents, the Employer will provide flights to/from pre-determined locations with appropriate ground transportation from the Fort St. John air terminal to/from the camp.

(b) On a once per annum basis Employees resident in British Columbia may opt out of project provided transportation. At any time Employees who have opted out of Employer provided transportation may choose to opt back into using Employer provided transportation by providing reasonable notice to the Employer. For those Employees that have opted out of using Employer provided transportation, they shall be reimbursed at a rate of $0.58 cents/km (to be adjusted based on CRA maximum) (roundtrip) from the project to their point of residence or dispatch, in accordance with the Standard Agreement, to a maximum of $475 (or as amended by the renewal of the Standard Provincial Agreement) per rotation

11.03 Local Residents

Local Residents, those Employees who reside within 80 kilometres of the Project Site.

11.04 Transportation for Terminated Workers

Employees who are not Local Residents who are laid off will be provided with terminal travel in accordance with Article 11.01 at the earliest practical opportunity following lay-off.

To qualify for travel allowance to an out of town job, the Employee must be on the job for a minimum of fifteen (15) calendar days and thirty (30) calendar days to qualify for return travel allowance or until layoff or until job completion, whichever time is less. An Employee who is discharged for just cause or self-terminates their employment before qualifying for travel allowance shall forfeit such travel allowance. In such instance, the Employer may deduct any travel allowance paid from wages due to the Employee, and if these are not sufficient to reimburse the Employer, the Employee shall pay any balance due to the Employer.

11.05 Travel and Accommodation Policy

A policy setting out provisions for travel, surface and/or air transportation, and accommodations will be published by the Proponent, and amended from time to time. The policy shall address transportation for Local Residents, other members of the Unions, people from elsewhere in Canada, and Temporary Foreign Workers. The policy shall also address parking locations for workers for whom air transportation is not provided, and the transportation from such locations to the camp or BOP Project. There will be a final and binding process agreed by the Parties to settle disputes respecting the application of that policy will be resolved using the process articulated in that policy.

11.06 Process for Determining Residency

Where a question arises as to whether a candidate for employment qualified as a Local Resident, the designated representatives of the Employer and the Union shall determine the individual's acceptability as to residency. It is understood that former residents of the Fort Saint John Region returning to the Region will be granted Local Residents status for the purpose of this Agreement. To be considered a Local Resident a person must be able to demonstrate that they were a resident or former resident of the Fort Saint John Region at least 6 months prior to being hired for the BOP Project.

Guidelines for determining 'Real Residency'

In making the determination as to a person's residency for the purposes of the Agreement, the following factors will be taken into consideration:

- the dwelling place of the person's spouse and dependents;
- personal property and social ties to the community;
- residential ties elsewhere;
- performance and purpose of residence in a particular community;
- 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;
  (v) employment insurance documents;
  (vi) voters list registration;
  (vii) Employee benefit fund administration registrations; and/or;
  (viii) registration of school age children.

12.00 Mid-Shift Meals for Camp Residents

Camp residents will be provided with a bagged meal, including hot soup and hot beverages for their mid-shift meal. Where practicable, lunchrooms will be furnished with microwave ovens.

13.00 Statutory Holidays

13.01 Statutory Holidays shall be observed in accordance with the Standard Provincial Agreements.

13.02 In order to achieve uniformity in application for all trades under the scope of this Agreement the observance of a Statutory Holiday will be dealt with in a manner consistent with Article 13.03.

13.03 Statutory Holidays will be observed as follows:

(a) A Statutory Holiday that falls on a day that, but for the Statutory Holiday, is a day that would have been scheduled for work, the Statutory Holiday will be observed on that date. That day will become a day off or, if worked, compensated at double time.

(b) A Statutory Holiday that falls during a "vacation", or during a "furlough" (being one or more weeks off following a work cycle of consecutive weeks), 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.

14.00 Reflection of the Local Community

The early and continued participation of local residents, members of Indigenous communities, and women; and the development of an overall BOP Project workforce that is reflective of the local community, are desirable; accordingly, the Parties agree to optimize employment and

training opportunities for such qualified local residents, members of local Indigenous communities, women, and others as required to reflect the local community under this Agreement.

15.00 Apprentice Ratio

The Parties agree to cooperate in attaining the optimal training and deployment of apprentices on the BOP Project and as stipulated in the CLR and BCA standard collective agreements with the related Unions.

16.00 Geographical Priority of Workers

The Parties are committed to working co-operatively to identify, recruit and employ people in the following geographical order of priority in the employment of workers on the BOP Project: 1. Northeast Region; 2. British Columbia; 3. Canada, and 4. North America and then beyond North America. The Parties recognize that "front-end" work will be required among them to maximize the use of North American workers.

17.00 Hiring

17.01 The Parties agree that creating a sustainable and flexible workforce will benefit the Bargaining Council, the Unions and the Employer and ensure that there is a significant workforce from other parts of Canada to support Project construction.

17.02 The Parties agree to adhere to the following hiring procedure.

(a) The Employer may name hire or select all forepersons and general forepersons first from the local Union's out-of-work list. If the local Union can't supply a sufficient number of qualified forepersons or general forepersons within forty-eight (48) hours then the Employer may hire individuals from other sources.

(b) All workers name hired, selected or referred shall be from the appropriate local Union's out-of-work list.

(c) Except as otherwise provided in this Article, all hires shall be dispatched on a fifty/fifty (50/50) basis with the Employer selecting the first worker and the local Union referring the next and so on thereafter. In order to facilitate an effective use of this name request process, the local Union will, upon request from the Employer, provide copies of documents which may validate the skills and experience of any/all Employees on the local Unions Out-of-work list, prior to dispatch.

(d) All hiring will be done through the local Union office, and no one will be employed unless they are in possession of a referral slip from the local Union office, which must be presented prior to commencing work unless provided otherwise in this Agreement.

17.03 (a) The Parties agree that highly qualified supervision is fundamental to the success of the Project, therefore the following will apply:

(i) Forepersons and general forepersons will be selected or name hired in accordance with Article 17.02(a) after having received pre-employment multi-faceted training including, but not limited to, safety, cultural sensitivity, respectful workplace, labour relations dispute resolution pursuant to the Agreement and productivity;

(ii) Forepersons and general forepersons may also be selected, name hired or promoted from a group that have not received training described in paragraph (i) above in which case such foreperson or general foreperson shall receive such training within a reasonable period of time after being hired.

(b) The Parties agree that it is fundamental to the success of the Project to have highly qualified and trained Employees, and accordingly agree to the following:

(i) Workers will be selected or name hired by the Employer and/or referred by the Union from a group of workers that have received pre-employment multi-faceted orientation and training, including Site and collective agreement orientation, safety, environment, cultural and gender sensitivity, respectful workplace and productivity, as is set out above in Article 17.03(a), so that such Employees have the skills and tools to succeed; and

(ii) In the event that no qualified workers described in paragraph (i) above are available, workers may be selected or name hired from a group that have not received the pre-employment orientation and training. In which case, such workers shall receive the orientation and training prior to commencing work on the Site.

17.04 If the Union is unable to supply the workers required within forty-eight (48) hours or such other time as may be agreed by the Employer and Union from the date requested, exclusive of Saturdays, Sundays and holidays, the Employer may hire from other sources. Each worker hired from other sources will be governed by the terms and conditions of this Agreement and shall be represented by the Union and pay initiation fees, dues and other assessments upon and after hiring as required by this Agreement. If necessary to ensure a suitable supply of qualified workers, the Unions will support a group Labour Market Impact Assessment ("LMIA") to allow Temporary Foreign Workers ("TFWs") access to the BOP Project. To the extent possible, the Unions will facilitate arrangements with their International Union Affiliates to identify and expedite the provision of skilled trades-people from other jurisdictions such as the United States of America.

17.05 The Unions recognize the Employer's right to evaluate all persons to determine their level of competency, qualifications and physical fitness to perform the required work.

17.06 The Employer may require a criminal record check of any Employee hired to work on the Project where such check is related to the employment or intended employment of a person. Where a criminal record check is required the Employer will be responsible for any costs associated with the check and it will be done in accordance with the policy agreed between the Parties.

17.07 The Employer will not invite, hire or attempt in any way to hire, workers who are working at the Work Site for another contractor. If a worker ceases employment with another contractor at the

Work Site then the following shall apply unless a variation is mutually agreed between the Employer and the other contractor.

(a) If the worker was laid off by the other contractor then they shall be immediately available for hire by the Employer.

(b) If the worker quits their employment with the other contractor the Employer will not employ that worker for a minimum of thirty (30) calendar days beginning from the time the worker ceases the previous employment.

(c) If the worker was terminated for cause from their employment with the other contractor the Employer will not employ that worker for a minimum of sixty (60) calendar days beginning from the time the worker ceases the previous employment.

18.00 Productivity Enhancement

18.01 In the interests of maximizing the efficiency of the work on the BOP Project the Parties have agreed to a separate Letter of understanding regarding Work Teams.

18.02 In the interests of maximizing the efficiency of materials handling and movement on the BOP Project Site, the Unions have agreed that, subject to Article 26 of this Agreement and the first drop principle, all materials handling that can be done without requiring any trade related rigging procedures or practices from the first drop point at the BOP Project Site to the laydown, warehouse or location of installation, as determined by the Employer, will be done by members of any union, subject to consultation with the affected unions. Once the material has been delivered to the aforementioned locations, each respective trade will work, install and move material under their jurisdiction.

If specialized skills from a member of a specific trade are required to identify or test specific materials, as determined by the Employer, a member from the appropriate trade will be sent to the lay-down area, warehouse or installation location to perform the required additional testing or identification.

Should a problem arise related to material handling defined herein, then the affected unions and site management will meet and make every reasonable effort to resolve the issue.

Should the problem not be resolved by the affected union and site management, then a meeting with the Business Managers, CLRA and the Contractor will be convened within ten (10) days and the parties will make every reasonable effort to resolve the problem.

If, after making every reasonable effort as set out, the parties are unable to resolve the problem, traditional jurisdictional practices will resolve the problem.

This material handling process shall be non-precedential and non-citable and cannot be used against either Party in any future disputes.

19.00 Legislation

This agreement shall be governed by the laws of British Columbia and applicable federal

legislation.

20.00 Camp

ATCO Two Rivers Lodge will provide and maintain a camp facility for Employees who are not Local Residents and all Employees who are not Local Residents are required to live in the camp. The camp will comply with all British Columbia health and safety rules and regulations.

21.00 Management Rights

21.01 Subject to the terms of this Agreement, to the extent of the scope of their contracts on the BOP Project, Employers retain full and exclusive authority for the management of their businesses and to exercise such rights, subject to the provisions of this Agreement. In addition to the rights of the Employer set forth in this Agreement, the Employers shall retain all rights of management.

21.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:

(a) to determine qualifications, skills, abilities and competency of Employees; including requesting particulars of work history;

(b) to determine workforce requirements, including the required number of Employees;

(c) to hire, transfer, select, assign work, monitor and manage productivity, promote, demote, lay off, discipline and discharge Employees for just cause and to increase or decrease the workforce from time to time;

(d) to determine job content, materials to be used, design of products, facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment, the location work is to occur and the scheduling of work; and

(e) to establish, implement, monitor and enforce policies, procedures, rules, regulations and standards to be observed by Employees, and non-compliance may involve discipline, including dismissal, which discipline or dismissal is subject to the grievance and arbitration process under this Agreement.

21.03 It is understood that supplies, materials, pre-assembled units, and pre-cast units, and/or large modularized components may be sourced for the BOP Project from any worldwide source regardless of their source, or the union or non-union status of persons involved in the manufacture, assembly or delivery, and it is agreed that they will be installed in accordance with plans and specifications provided. Where practicable, where a situation arises with respect to onsite work that foreseeably could create controversy, the Contractor will contact the affected Union(s) to discuss.

21.04 No Union and no Employee shall refuse to handle or refuse to install any materials, equipment or components regardless of their source or the union or non-union status of persons involved in the manufacture, assembly or delivery of such material, equipment or components, 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 goods to the BOP Project. It is understood that supplies, materials, pre-assembled units, and pre-cast units, and/or large modularized components may be sourced from any worldwide source for the BOP Project and it is agreed that they will be installed in accordance with plans and specifications provided.

21.05 No Union and no Employee shall refuse to perform work on the basis that other work is being performed on the Work Site or in support of the BOP Project by persons who are not members of a particular union, who are not associated with a particular union, or have no union affiliation whatsoever.

21.06 The Parties agree to support and participate in value-added programs such as Behavioural Based Safety and productivity enhancement programs.

21.07 The Employer shall not be restricted in the selection of materials, supplies or equipment. It is recognized that the use of any technology, equipment, machinery, tools, energy and/or labour saving devices and methods of performing work (such as semi-automatic and automatic welding technologies) may be initiated by Employers from time to time during the BOP Project. The Parties agree that there will be no restriction on such devices or work methods.

21.08 In the event of any conflict between this provision and any clause in a Standard Provincial Agreement, the terms of this Article shall prevail.

22.00 Union Security

22.01 The Employer shall not discriminate against any Employee by reason of membership in a Union. Every Employee must be or become a member of a Union and every Employee who is a member or becomes a member of a Union shall maintain their membership in the Union as a condition of employment.

22.02 The Employer shall remit to the Union all Union Dues (including Field Dues) and other remittances required by the Standard Provincial Agreement in accordance with the terms of that Standard Provincial Agreement.

22.03 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 and comply with the safety and security regulations. They shall notify the proper representative of the Contractor prior to proceeding on the BOP Project.

22.04 Where the Union chooses to appoint Job Stewards the appointment shall be as is provided for in the Standard Provincial Agreement.

22.05 Any and all other union security provisions in the Standard Provincial Agreement which are not otherwise in conflict with this Article are adopted herein for the appropriate Local Union.

23.00 Code of Conduct

23.01 The Parties support the application and administration of the "Code of Conduct" contained in Schedule "B".

23.02 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 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.

23.03 The Parties agree that they will provide for the implementation of and administration of the program to minimize absenteeism and maximize retention, the commitments to increase productivity, the program of Job Steward/supervisor leadership, the program for delivery of training and skills upgrading, and to assist in recruitment.

23.04 The Parties agree to discuss matters of mutual interest pertaining to the BOP Project with the objective of promoting and maintaining beneficial relations and co-operation between the parties, and to discuss and implement ways to make the BOP Project successful.

24.00 Emergency Medical Coverage

The Parties agree that the following minimum emergency medical coverage will be provided to all workers while present in British Columbia in order to work on the BOP Project, and when travelling to and from the Work Site from outside British Columbia:

(a) emergency medical treatment for accidental injuries or illness requiring immediate medical care; and

(b) emergency medical transportation and convalescence, including:

(i) medical transportation arrangements to transfer the worker to and from the nearest appropriate medical facility in the worker's home province or country of residence;

(ii) if medically necessary, round trip transportation for an attendant to accompany and care for the worker;

(iii) if the worker is unable to travel due to medical reasons after being discharged from a medical facility, expenses incurred for meals and accommodations until medical transport to the worker's place of permanent residence can take place up to a maximum of $2,000; and

(iv) if a worker dies while travelling to or from the Project Site for work purposes from outside British Columbia or while living at or near the Project Site for work purposes, then:

(1) provide transportation for one family member of the worker's immediate family to identify the body prior to its release if necessary, including reasonable reimbursement for the cost of accommodation and meals for the family member; and

(2) obtain all necessary authorizations and make all necessary arrangements to transport the body to the worker's place of permanent residence, up

to a maximum of $7,000.

This coverage is in addition to WorkSafeBC regulations regarding injuries or deaths in the workplace.

25.00 Substance Abuse Testing and Employee and Family Assistance Program

It is acknowledged by the Parties that substance abuse and its effects have a detrimental effect on Employees' health and safety, quality of construction and to the general public. Therefore, the Parties agree to be bound by the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy.

The Employer shall establish an Employee Family Assistance Program (EFAP), which will apply to all Unions and their membership who shall be employed under this Agreement which will provide the following minimum level of services:

(a) on-site trauma counselling in response to accidents or incidents on the Work Site, including suicide, death of a fellow worker, serious injury to a worker, mass casualty incidents, threats to safety and natural disasters; and

(b) phone access to counselling for the following:

(i) trauma, including suicide, death of a fellow worker or family member, serious injury to a worker, mass casualty incidents, threats to safety and natural disasters;

(ii) substance abuse, including alcohol, drugs and smoking;

(iii) family problems, including parenting, child and adolescent;

(iv) marital and relationship problems, including separation and divorce; and

(v) emotional, physical and psychological problems, including anxiety, anger and depression.

26.00 Access & Deliveries to Site

26.01 Except as otherwise provided herein, vehicles transporting or delivering persons, equipment, materials, modules, goods and supplies to and from the Site, which are not operated by members of a union affiliate of the Bargaining Council shall be permitted to make one drop or pick up on the Site.

Any module, or materials transported to the Site requiring specialized delivery equipment may be delivered from its point of disembarkation to its point of installation by personnel who are not members of a union affiliate of the Bargaining Council.

26.02 In order to maintain the validity of a factory warranty, and where it is not practicable to have bargaining unit Employees perform the work on any equipment on Site, then the work may be performed by qualified person(s) who are not members of a union affiliate of the Bargaining

Council including vendor representatives where a second or more worker(s) is required they shall be from the bargaining unit.

26.03 Work on any equipment on Site where bargaining unit Employees do not have the skill, expertise or equipment to perform such work efficiently, the Employer, in consultation with the Union, may have the work performed by persons who are not members of a union affiliate of the Bargaining Council, with the assistance of the bargaining unit members.

27.00 Term

This Agreement has been declared to be effective on the 19th day of December, 2019 and shall remain in effect until the conclusion of the BOP Project.

Signed on behalf of:

Signed on behalf of:

International .Association, Local 919

Schedule A
Fourteen On, Seven Off Work Cycle

(1) A work cycle will consist of:

- Fourteen , ten-hour shifts,
- Followed by: Seven days off.

(2) Each hour worked on a scheduled ten-hour shift will be paid at one point two-eight times (1.28X) the otherwise applicable Straight Time Hourly Rate.

(3) Work performed outside of the ten scheduled hours of work in a day will be paid at two times (2X) the otherwise applicable Straight Time Hourly Rate in accordance with the overtime provisions of the appropriate Standard Provincial Agreement.

(4) The seven days off shall be considered a "furlough". The Proponent may choose to schedule Employees such that all Employees have furlough on the same days. If the Proponent chooses to schedule in this manner it shall not be considered a Work Stoppage for the purpose of Article 5.00.

(5) A worker who is transferred to a work cycle with a different start day must be provided with a minimum of two scheduled work days' notice. If the worker 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 a worker request, the worker 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 worker would have been entitled to under their previous schedule.

(6) Work performed on a statutory holiday (or the day the day designated for the observance of the statutory holiday) shall be paid at paid at double time (2X) the rates in accordance with the applicable Standard Provincial Agreement.

(7) At the Proponents discretion, local residents may be provided the option of a different shift schedule which meets the local residents and the Proponents needs.

Schedule B

Code of Conduct

This Code of Conduct ("the Code") is adopted by BOP Project to set the standard for safety, productivity and positive industrial relations. This Code creates responsibility and accountabilities for all of our stakeholders and sets the standard for how we all will conduct ourselves.

Article No. 1.00 – PRINCIPLES

1.1 The purpose of this Code of Conduct 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 Owner, thereby elevating the status and relationships of all concerned parties;, 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.

1.1.1 Adherence to this Code of Conduct 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 BOP Project.

1.2 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.

1.3 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.

1.4 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 their Union.

1.5 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.

1.6 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 BOP Project an Environmental success.

1.7 Union journeypersons 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.

Article No. 2.00 – SCOPE

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

2.2 This Code shall apply to:

- Project Site work place
- Project Site lunchrooms/coffee rooms/change rooms
- Any other employment location used in respect to the BOP Project
- Camps
- Work Site parking lots
- Company provided transportation
- On site Union meetings/scheduled social events

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 Conduct may not be the only vehicle with which the Parties deal with violations of such safety and job site rules.

Article No. 3.00 – WORKER'S RESPONSIBILITIES UNDER THE CODE OF CONDUCT

All Employees must be aware of the possibility of consequences for undesirable and/or unacceptable behaviours. Employees will respect and observe the Owner's, Proponent's and Employers' and rules and policies.

3.1 All Employees will respect the Owner, the Employer and other Employees by dressing in a manner appropriate for a highly skilled and professional workplace.

3.1.1 Employees will report to the Project Site with clothing and footwear as required and appropriate by safety standards, for weather conditions and their work on the Project Site.

3.1.2 Required Personal Protective Equipment will be worn at all times as required by Project Site Safety Rules.

3.1.3 Offensive words and symbols on clothing and buttons are not acceptable.

3.2 Employees will treat Owner Representatives, Employer Representatives, other Employees or groups of workers, and any other persons on the BOP Project with respect and dignity. Inappropriate behaviour towards others will not be tolerated.

3.3 Employees will never knowingly place themselves, coworkers, or property at risk of injury or damage.

3.4 Employees will eliminate disruptions on the job, including strikes, slowdowns and any other action intended to limit production, and safely work towards the on-time completion of the BOP Project.

3.5 Employees will meet their responsibilities to the employer and their fellow worker by arriving on

the job ready to work, every day on time. Absenteeism and tardiness will not be tolerated.

3.5.1 Employees will adhere to the agreed designated starting and quitting times, including breaks and lunch.

3.5.2 Personal cell phones will not be used during the workday with the exception of lunch and break periods (where allowed by site rules).

3.6 Employees will meet their responsibilities as highly skilled craft workers by respecting tools and equipment supplied by the employer.

3.7 Employees will use and promote training and certification systems to co-workers and union membership so they may continue on the road to lifelong learning.

3.8 Employees will meet their responsibility to be fit for duty, ensuring that compliance with the Drug and Alcohol Work Standard is met and a "Zero Tolerance" standard is maintained.

3.9 Employees will be highly productive and keep inactive time to a minimum.

ARTICLE No. 4.00 – CONTRACTOR RESPONSIBILITIES UNDER THE CODE OF CONDUCT

4.1 Employers will provide a SAFE WORKPLACE!

4.1.1 Proper safety training, equipment and methods will be utilized. Unsafe working conditions will be eliminated.

4.2 Employers, within their power, will endeavour to enable Worker's by providing an adequate supply of equipment, material and tools.

4.3 Employers will ensure that work is properly planned and laid out.

4.4 Employers will select quality Supervision and mandate that these Supervisors act in the best interests of the BOP Project at all times.

4.5 Employers will meet their duty to correct substandard work performance or personal behaviour by their Employees. Avoiding this duty by terminating Employees using layoff will not be accepted.

4.6 Employers will take responsibility for management failures including those of Superintendents, General Forepersons and Forepersons.

4.7 Employers are responsible to ensure efficient use of their workforces and that over hiring does not occur.

4.8 Employers will maintain a positive working relationship with Union officials, and Job Stewards.

4.9 Employers will ensure that the Unions are informed and consulted when Employees are failing to meet their obligations under the Code of Conduct.

4.10 Employers will ensure that their Subcontractors adhere to the Code, and to the Special Project Needs Agreement.

4.11 Employers will support the obligation to train, mentor, and set work and safety standards for apprentices, new members, and new contractor personnel to ensure they become the best in Canada.

Article No. 5.00 – VERIFICATION OF BREACHES OF THE CODE OF CONDUCT

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: Labour Relations Manager, the Contractor, Job Steward, Union Member(s), Foreperson and/or General Foreperson.

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

5.2 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.

5.3 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.

5.4 When Employers are determined to be in breach of the Code, the Proponent's Contracts Department will be notified by the Representative. The Contracts Department will, in concert with Senior Project Management and the Employer, determine corrective actions.

Article No. 6.00 – RESPONSIBILITIES OF THE UNIONS

6.1 Meetings will be established between the Business Manager, or their 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.

6.2 A progressive method of correction will be used with members that repeatedly breach the Code of Conduct.

6.2.1 After a repeated and verified breach of the Code, the member will appear in front of the Union Executive Board of their Union and explain their behaviour.

6.2.2 After any subsequent verified breach of the Code, the Union Business Manager will use all available means to discipline the member and may file charges. The Union Executive Board will hear the charges and the member will be disciplined accordingly if charges are sustained. Discipline may be up to and including (but not limited to) payment of fines, or suspension of dispatch.

6.2.3 After a third or any further verified breach of the Code, the Union Business Manager, the Executive Board will use all available means to discipline the member up to and including (but not limited to) fines, suspension or expulsion.

6.2.4 It is acknowledged that this process must conform to the Constitution of the applicable International Union, and be in accordance with the Rules of Natural Justice.

Article 7.00 – MAINTENANCE OF RIGHTS AND PROCESSES CONTAINED IN THE COLLECTIVE AGREEMENT

7.1 This Code of Conduct shall not interfere with the Worker's or the Employer's Rights, and the grievance processes, as set out in the Collective Agreement.

Article 8.00 - DURATION

8.1 This Code of Conduct will be in effect for the duration of the BOP Project.

Article 9.00 – The Support of the Owner

9.1 The Owner strongly supports this Code of Conduct.