

## INITIAL OFFER

- Hourly rate @ 95% of commercial rate
- On extended schedule – time and one half after 8 hours and double time after 12 hours 7 days a week
- Yearly increases after agreement expiration – 1% yearly
- No shift premiums
- Company medical fitness testing
- Exclusion of work associated with camp set up
- Exclusion of work on pier/wharf
- Exclusion of deforestation site clearing, prep work

## **Project Special Needs Collective Agreement Summary**

Proposal by owner to construct up to 2 Liquefied Natural Gas Trains and other infrastructure including 2 storage tanks, a power plant and a marine facility in Goldboro, NS.

- Owner to enter into agreement with Project Manager (EPC Contract)
- Project Manager Recognizes Unions as key stakeholders. Will use NS Mainland building Trades for Capital Works, except as excluded under Schedule 5.
- Recognition of NSCLRA as Collective Bargaining Agent for Unionized Employers.
- Recognition of Unions as sole Collective Bargaining Agent for Unionized Employees.

## **BASIC AGREEMENT**

### **Article 1 – Scope and Definition**

Sets out definitions and speaks to Capital works and that if there is a strike in the Construction Industry this agreement allows work to continue on this project.

1.01 - This project agreement overrides our Provincial Agreement on this project.

This Agreement is limited to Capital Works undertaken and Parties agree that, except where otherwise expressly stated to the contrary herein, the terms of the standard Provincial Agreement apply.

### **Article 2 – Purposes**

Project to be done timely, safely with recognition of socio-economic commitments.

1. Ensure people and businesses in Guysborough County have full and fair opportunity to participate in benefits of project.
2. Fair opportunity for First Nations
3. Women receive fair opportunity.

### **Article 3 – Relationship to Standard Provincial Agreement**

- If there is a strike in the ICI sector, Unions will continue to perform work on this project.
- Unions will take no action to impact the performance of Capital Works.

### **Article 4 – Site Stability**

- Speaks to Labour Relations stability and that if rules are broken individuals could be removed from project.

**Article 5 – Work Stoppages and Lock Outs**

- There will be none, however, Owner can suspend work for safety, weather, emergency or financial reasons.
- If something does occur – Unions and owner will make joint application to Labour Board for injunction.

**Article 6 – No Bargaining Relationship for the Owner**

- Self-Explanatory

**Article 7 – Review of Project Terms**

- Parties may agree to amend if they have prior approval of Project Manager

**Article 8 – Labour Management Committee**

- Labour Management Committee to be established to meet at least once every 2 months, promote and maintain beneficial relations and cooperation between parties.
- Four Representatives from Project Manager and Employers
- Four Representatives from Mainland Building Trades Unions
- No more than 8 at any time
- May have one Representative of owner, may attend all meetings but no vote.
- LMC to be responsible for administration of this Agreement and Camp rules.

**Article 9 – Jurisdictional Assignment**

- Markup/pre-job meetings to be held on site. No work to start prior to meetings
- Jurisdictional Disputes to be resolved in accordance with Agreement and Local Area Practice

**Article 10 – Labour Relations Representative**

- Project Manager for to appoint full time Labour Relations Representative to work with Unions, Employees, NSCLRA

**Article 11 – Grievance Process**

Sets out grievance steps and timelines:

1. Discussion – Steward, Employer Project Manager, (attempt resolution)
2. Business Manager – try to resolve
3. Mediation – non-binding
4. Arbitration – Single Arbitrator – costs divided.

**Article 12 – Fundamental Terms of Employment**

- Rate of pay – Industrial
- On regular 5-day work week, 8 hours' straight time, over 8 hours is double time.
- All overtime paid at double time
- Employer may institute any work cycles stipulated.
- General Holidays – Double time

- May schedule shifts between 12pm (noon) and 4 AM. Schedule must last at least one week to be considered shift work and not overtime.
- Shift premiums as per Provincial Agreement except will not be paid on first two hours. If for any reason shift cannot be completed, then shift premium to be paid on all hours worked.
- Shifts of not less than six hours, one 30-minute unpaid break, plus two 15 minute paid breaks.
- Shift exceeding ten hours there will be a second 30-minute unpaid break to be scheduled to start approximately within one hour after 10-hour point of shift. If employee is required to work through break he will receive 30 minutes at double time.
- Employees to be at work station at scheduled start time.
- Employees to be diligent in respecting start time.
- Employees to be granted two weeks of unpaid vacation per year.
- No more than 10% of the workforce in a trade to be on vacation at one time.
- All employees to check out of camp at end of work cycle.
- Employees requested to change rooms or camp to be paid two hours.
- In inclement weather, report to work – minimum 2 hours pay, must stay unless excused.
- Start work and then stop – 2-hour minimum or actual hours worked (greater of the two)

- When no work is available and not told before end of last shift, two hours pay and may leave.
- Employee stops work on own initiative – hours actually worked

### **Article 13 – Transportation and Travel**

- Bus transportation or other agreed upon transportation supplied for daily, weekly and work cycle schedules.
- Project Manager to determine bus routes and designate parking areas that are to be kept free of snow and have a battery boosting station.
- Employees living within 110km of job shall have choice to be in camp or to travel daily by bus, must tell Project Manager which option is to be taken.
- Employees who reside within 30 km of the project may request permission from Project Manager to drive and park daily. Permission to be based on parking area and not to be unreasonably denied.
- Employees greater than 110km are to reside in camp.
- Bus to pick up at designated areas around the province.
- Free zone of 30km around each pick up area.
- Travel greater than 30km to pick up area is paid at CRA rate (\$0.54/km) to be paid for all km one way, maximum travel is equal to Union Subsistence Rate.
- If no bussing available travel reverts to the provincial agreement.

### **Delays between worksite and Camp**

- Delays on way to work – no loss of pay

- Delays on way back – up to 30 minutes, no pay, more than 30 minutes, time beyond the 30 minutes will be paid at standard rate.
- Employee travel is to be verified with Google Maps.

### **Article 13.01 – Flights**

- Flights to be supplied when required to pre-determined destinations
- Employees who quit or are fired for cause will not receive return travel

Local Resident – former resident may qualify if they can establish that they were a resident of the county for a continuous period of at least twelve (12) months at any time prior to the start of the project. Disputes to be settled by Labour Management Committee.

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

- Camp residents to be supplied bagged meal and a hot beverage. Where practicable lunch rooms with Microwaves and fridges will be supplied.

### **Article 15 – General Holidays**

- If worked, paid at double time.

### **Article 16 – First Nations, Local Residents and Woman**

- Desirable and given fair opportunity

### **Article 17 – Apprentice Ratio**

33% as per our agreement.



## Article 18 – Hiring

- As per Provincial Agreement
- Employee's must have, Workplace Hazardous Materials Information System, Generic Safety Orientation, Fall Protection Generic, Confined Space Generic and First Aid Training.
- Supervision to come from Unions if available. If Unions cannot supply Employer may bring in Supervision.
- A process to facilitate training of Supervision will be developed.
- People who quit are not allowed back on site for 60 days unless waived by Owner and Union.
- People terminated for cause are not allowed back on site for a minimum of 60 days and up to the duration of the project. Employee may return to site if application is made and with mutual Agreement of Employer and Union. This will be addressed at the time of termination and given in writing to the individual and union dispatching.
- Labour Management Committee at the request of the Project Manager will determine a process for terminated employees to seek eligibility to get back on site.
- Union shall have 72 hours to dispatch excluding holidays and weekends.
  - 1) Local Union First
  - 2) Union Affiliates in Canada
  - 3) Union Affiliates in United States
  - 4) Temporary Foreign Workers

**Article 19 – Composite Crews**

- Trade jurisdiction is to be respected.
- Composite Crews to be consented to by each Union and numbers to be determined at markup meeting.
- If Composite Crew is agreed upon:
  - 1) Each Union, subject to availability shall provide members on pro-rata basis as per estimate hours of work per trade.
  - 2) Union with the greatest number to provide foreman, addition supervision done on pro-rata basis
  - 3) Each member of composite crew shall be predominantly assigned to work in members' primary trade.
  - 4) Composite crew work assignments shall be on a without prejudice basis.

**Article 20 – Lay-offs**

- Layoffs in accordance with paragraph (1) of schedule 7

**Article 21 – Legislation**

- To allow Project Agreements.

**Article 22 – Camp Accommodations**

- Project Manager has sole authority to maintain and operate including the assignment of accommodations to particular Employees and to establish rules and regulations (Camp Rules & Regulations).

- Employees living in camp who do not report to work for any reason other than illness reported to designated medical reps or for an approved absence may be charged for accommodations at full room and board rate. Subject to reconsideration by the Labour Management Committee.
- Employees shall be deemed not to have started work unless and until they have reported to their assigned work location.

### **Article 23 – Management Rights**

- Sole discretion where materials and equipment come from
- No union or employee will refuse to handle material or work with equipment regardless of union or nonunion status of manufacture.

### **Article 24 – Union Security**

- Employees must obtain and maintain Union membership to work on project Capital Works.
- No one shall go to work until approved by applicable Union (referral)
- Employers to remit all union dues and other benefits as per Provincial Agreement.
- Union Representatives to have access to jobsite provided they do not interfere with work progress and comply with site rules and notify the proper representative of the Project Manager.
- Subject to Article 1.01 any and all union security provisions in the Agreement based letter of understandings are adopted herein for the appropriate Union.

**Article 25 – Stewards**

- Stewards appointed as per Provincial Agreement. Appointments to be confirmed in writing to Employer and Project Manager. Each shift to have a steward. Stewards on cancelled shifts will not retain status.
- Stewards to get foreman’s permission when leaving work area to attend to Union matters.
- Stewards will not be discriminated against.
- No non-working (walking) stewards.
- Stewards will be offered all overtime (if they have the qualifications to perform the work, or a replacement Steward may be designated).
- Employer to notify Union prior to dismissal of Steward.

**Article 26 – Code of Excellence**

- The parties support application and administrations of the Code of Excellence described in Schedule 10 (The Code of Excellence).

**Article 27 – Duration**

- Date of signing until date that Capital Works are complete.

**Article 28 – Effective Date**

- Signing pages for Unions

## Schedule 1

Twenty-one days' work – 10 hour shifts  
7 days' off

- Overtime after 7 straight time hours
- Shift to start and end between 6:30 am and 6:30 pm with mutual consent may alter start and stop times with Holidays to be paid at 200% of standard rate.
- Work outside 10 hours per day or on a vacation day or on furlough paid at 200% of standard rate.
- Seven days off is a “furlough”
- Employees transferred to a work cycle with a different start date must be provided “2 scheduled work days” notice. Copy provided to Steward.
- If employee makes request no overtime rates for work on a furlough or vacation date under previous schedule.
- If employer makes request, employee to be given a minimum of the scheduled 7-day furlough or overtime provisions apply for days worked during the scheduled furlough the Employee would have had.

## Schedule 2

Twenty days' work – 10 hour shifts

8 days' off

- Overtime after 7 straight time hours
- Shift to start and end between 6:30 am and 6:30 pm with mutual consent may alter start and stop times with Holidays to be paid at 200% of standard rate.
- Work outside 10 hours per day or on a vacation day or on furlough paid at 200% of standard rate.
- Eight days off is a “furlough”
- Employees transferred to a work cycle with a different start date must be provided “2 scheduled work days” notice. Copy provided to Steward.
- If employee makes request no overtime rates for work on a furlough or vacation date under previous schedule.
- If employer makes request, employee to be given a minimum of the scheduled 8-day furlough or overtime provisions apply for days worked during the scheduled furlough the Employee would have had.

### Schedule 3

Fourteen days' work – 10 hour shifts

7 days' off

- Overtime after 7 straight time hours
- Shift to start and end between 6:30 am and 6:30 pm with mutual consent may alter start and stop times with Holidays to be paid at 200% of standard rate.
- Work outside 10 hours per day or on a vacation day or on furlough paid at 200% of standard rate.
- Seven days off is a “furlough”
- Employees transferred to a work cycle with a different start date must be provided “2 scheduled work days” notice. Copy provided to Stewart.
- If employee makes request no overtime rates for work on a furlough or vacation date under previous schedule.
- If employer makes request, employee to be given a minimum of the scheduled 7-day furlough or overtime provisions apply for days worked during the scheduled furlough the Employee would have had.

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

41 days in – 7 Calendar days' out

Or

84 days in – 14 Calendar days' out

- Owner and Project Manager may be required to alter schedules to accommodate flights.
- These schedules may be offered to employees who offer to work longer cycles.
- Work week consists of 6 days' work at 10 hours per day weekly.
- Overtime after 7 hours' daily
- Overtime after 60 hours in 6 days
- Overtime for work on furlough
- Overtime for General Holidays
- All overtime paid at 200% of rate



## **Schedule 5 – Capital Works**

Subject to paragraph (2) of this schedule – “Capital Works” means general construction work (other than support services such as bussing, geotechnical services, surveying, security) in respect to project.

### **Capital Work Exclusions**

- 1) Site Preparation – deforestation, land excavation, land infill and all other work needed to prepare project site for the Construction of all permanent works and for greater certainty such other work includes the construction of all temporary roads, drainage, parking lots and infrastructure.
- 2) Operation and maintenance of Onsite Camp and all activities related thereto subject to Schedule 6, and the Construction, operation, maintenance and removal of any temporary engineering or construction offices and all activities related thereto.
- 3) Transportation, delivery, handling, repositioning and plant assembly of equipment or property delivered to the project.
- 4) Work by a subcontractor who is not signatory and who is engaged to construct any temporary storage space on leased land or;  
  
4)(b) Engaged to construct deck of pier and below deck and related work provided that such sub-contractor will utilize Employees covered by this Agreement for all Construction work except for positions for which the subcontractor has secured at Labour Market Opinion or after consultation with the appropriate Union for positions on key equipment for which a Canadian worker has been requested.

Construction of the Batch Plant and all infrastructure related to the loading of LNG onto berthed ships is included in Capital Works.

Note – 4B above – if company doing work is not signatory payroll will be done by Project Manager at Union rates and conditions.

- 5) Work done by Project Manager Personnel and subs in relation to Commissioning of Project and Warranty work.
- 6) Work done by Owners personnel and contractors in relation to operation and maintenance of Project.

CLRA at request of owner may amend the above for work not yet contemplated or for work where a Union Contractor that meets corporate prequalification's is not available.

Capital Works deemed completed when Owner has assumed operational control of the project.

### **Schedule 6 – Camp Construction**

Construction and removal of camp to be done by Union trades.

- Commercial rates
- Daily overtime to be 150% after 9 hours daily and 45 hours' weekly
- 45 hours' weekly
- Sundays and Holidays at 200% of the rate

## **Schedule 7 – Other Issues**

### **Layoff Protocol –**

- 1) Voluntary offered to Union members, travel cards, work permits in that order.
- 2) Transfers – When workers being laid off from one company and there are unfilled calls for another company, the member may be transferred over, members first, travel cards, work permits, in that order.
- 3) Layoffs – in accordance with the Provincial Agreement

Supervision – promote training and development of foreman and other supervision.

## **Schedule 8 – Observance of General Holidays - Self-explanatory**

### **Schedule 9 – Payment of Wages**

- Paid in accordance with Agreement
- After expiration of Provincial Agreement total package to increase by 2% annually.
- Each Union to inform NSCLRA of breakdown prior to May 1 of each year.
- Each Employer to pay \$0.05/hour to NS Building Trades.
- Employer may pay by either cheque or direct deposit

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

Read entire document.