

**Jansen Potash Project
PROJECT LABOUR CONDITIONS AGREEMENT
FOR**

BHP BILLITON CANADA INC.

JANSEN POTASH MINE DEVELOPMENT

-BETWEEN-

The Boilermakers' Contractors Association of Saskatchewan ("BCA") and the CLR Construction Labour Relations Association of Saskatchewan Inc. ("CLR") as Representative Employers' Organizations on behalf of contractors signatory to a Collective Agreement with one or more of the building trade unions working on the Project

(herein referred to as the "Representative Employers' Organizations")

-AND-

The Saskatchewan Provincial Building & Construction Trades Council, Affiliated and other building trade unions signatory hereto

(herein referred to as the "Trade Unions")

-AND-

BHP Billiton Canada Inc.

(hereinafter referred to as the "Owner")

Preamble

Whereas, the Owner is undertaking a major capital project involving the construction of potash mining operations in the Jansen region of Saskatchewan, including sub-surface mining development, surface processing facilities and the requisite infrastructure to support the Project;

And whereas, the Owner has identified the needs for uninterrupted labour supply and labour relations peace to ensure the Project is completed in a timely cost efficient way;

And whereas, it is the Owner's intent to have the construction of the Project performed as a managed open site that allows opportunities for all contractors to bid on and perform work regardless of their union affiliation or non-affiliation;

And whereas, it is the expressed 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 Representative Employers' Organization or any Trade Union or group of Trade Unions, nor does it in any way act as a surrender of any bargaining authority that any such group may hold; and

Therefore, this Agreement has been created and represents a Project Agreement within the meaning of the Division 13 of the *Saskatchewan Employment Act* and is intended to augment and amend the terms and conditions of current Collective Agreements in force between BCA, CLR and the signatory Trade Unions.

Article 1 Purpose

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

- a) To promote harmonious relations, ensure a high level of safety, foster practices which will enhance project success and comply with the values of the Owner, address specific issues not addressed in the Collective Agreements between the Employers and Trade Unions, and meet the goals and objectives of the Owner.
- b) The need to maintain harmonious relations among the Project construction workforces and the workforces engaged in other construction activities and in the operation, maintenance and repair activities in respect to the facilities and equipment on the said Project, so that the effectiveness of all said workforces is enhanced.
- c) The need to provide for mechanisms through which the Project will be unaffected by any disruptions that may result from collective bargaining between the Employers and Trade Unions.
- d) The need to foster work practices which will yield cost effectiveness, promote accident free and high quality results, and provide fair compensation for all participants for productive and quality workmanship.
- e) The need to enhance Project performance in terms of Employee skills, supervisory skills, health, safety and environmental outcomes (including measures to address substance use and abuse), worker satisfaction, worker retention, productivity, effective training and employment of apprentices, mentoring, attendance, use of technology, and other value adding initiatives.

- f) The need to establish and preserve stability and harmony in the labour management relationships among the Parties, so that differences and problems are resolved expeditiously and so that inefficiencies, interruptions and confrontations are not tolerated.

1.1. Additional socio-economic goals for the Project include:

- a) Carrying out the Project in a way that enhances its positive socio-economic effects and reduces the negative effects, while maintaining Project economics and the ability to execute the Project.
- b) Providing direct and indirect opportunities to Local Residents, members of Indigenous communities, women and the people of Saskatchewan as well as other Canadians.
- c) Fulfilling any obligations or intents of the Opportunities Agreements negotiated by the Owner.
- d) Ensuring that individuals, communities and businesses in Saskatchewan have full and fair opportunity to participate in the benefits of the Project.
- e) Ensuring qualified and interested individuals working on the Project are treated in a fair, equitable and respectful manner.
- f) Ensuring all Employees respect the interests of local communities.
- g) Recognizing that the execution of the Project may present unique and unusual challenges regarding the ability of the Parties to meet demands for the supply of labour in a timely manner, and that the Parties will need to develop creative solutions to meet these challenges.

Article 2 Scope

2.0 The Parties to this Agreement shall be the CLR and the BCA as Representative Employers' Organizations on behalf of contractors signatory to a Collective Agreement with one or more of the Trade Unions and those signatory Trade Unions working on the Project and BHP Billiton Canada Inc. as Owner.

2.1 The Trade Unions agree that the Contractor(s) or sub-contractors covered by this Agreement are not thereby voluntarily recognizing the Trade Unions that are signatory to the Agreement.

2.2 This Agreement shall apply in respect of the Employers represented by the Representative Employers' Organizations and Employees represented by the signatory Trade Unions engaged in the construction industry when they are performing construction work at the Project as described herein, including commissioning activities. For greater certainty when dealing with underground activities this Agreement applies only to underground construction (steel erection, electrical works, non-process infrastructure installation and related works carried out by a underground construction contractor) and not underground development (excavation, mining and associated activities carried out by an Owner-managed underground development contractor). This Agreement shall not apply to:

- a) Any activity awarded to non-Trade Union affiliated contractors;
- b) Any activity performed by the Owner's own forces, contractors and their subcontractors on activities associated with plant operations and maintenance;
- c) Any mining or mine development activity.

2.3 Construction work pursuant to this Agreement will be deemed to be completed when the Owner has assumed possession of such work or component portion. If an Employer performs construction work in respect of an aspect of the Project after it is assumed by the Owner, then the Owner may choose, in its sole discretion, to declare that this Agreement also applies to that work.

2.4 Non-exclusivity: Nothing in this agreement shall be construed as giving the Trade Unions or any union exclusive jurisdiction over any work on the Project. It is understood that the Project is a managed open site. The Representative Employers' Organizations, Employers and the Trade Unions shall not commence, carry on, participate in or fund any challenge to the validity of this Agreement.

2.5 The applicable Trade Union(s), applicable Representative Employers Organization(s) and the Owner may by written mutual consent, amend the terms of this Agreement.

2.6 The respective Provincial Collective Agreements in force from time to time between the Representative Employers' Organizations and Trade Unions are an addendum to this Agreement. Should there be any conflict between any of the terms of this Agreement and any applicable Collective Agreement, the provisions in this Agreement shall prevail.

2.7 CLR and BCA will ensure that all Employers engaged or to be engaged on the Project comply with this Agreement according to the Owner's implementation plan and direction.

Article 3 Definitions

3.0 The following terms will have the following meanings throughout this Agreement:

- a) "Act" means *The Saskatchewan Employment Act*, S.S. 2013, c. S-15.1, as amended or replaced from time to time, together with the regulations thereto.
- b) "Agreement" means this Project Labour Conditions Agreement and includes the Appendices or Schedules.
- c) "Applicable Anti-Corruption Law" means any anti-corruption law that is applicable to any of the Parties or this Agreement, including the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.
- d) "Bargaining Relationship" means a collective bargaining relationship established by voluntary recognition or certification under Division 13 of the Act.
- e) "Communities of Interest" means the communities surrounding the Project Site within a one hundred (100) kilometer radius including but not limited to LeRoy, Beardy's & Okemasis First Nation, Jansen, Lanigan, Watson, Kawacatoose First Nation, Wynyard, Humboldt, Punnichy, Nokomis, Raymore, George Gordon First Nation, Day Star First Nation, Fishing Lake First Nation, Muskowekwan First Nation and Watrous.
- f) "Collective Agreement" means a provincial collective agreement between a Representative Employers' Organization and the respective Trades Unions.
- g) "Designated Location" means the Employee provided parking that is defined by the Owner for the purpose of temporary parking of Employee personal vehicles on a permit basis and including a marshaling point for Employees to access Employer provided transportation. Approved Designated Locations will become an Appendix to this Agreement.
- h) "Distance" means all weather road kilometers driven as the shortest or most direct route as calculated by Google Maps.
- i) "Employee" means any person represented by a Trade Union employed by the Employers to do work in a Trade and whose terms and conditions of employment are governed by this Agreement.
- j) "Employer" means an employer performing work on the Jansen Project which has a Bargaining Relationship with one or more of the Trade Unions and is represented by one of the Representative Employers' Organizations.
- k) "EPCM" means an engineering, procurement and construction management firm working as an agent of the Owner.

- l) "Jansen Labour/HR Committee" means an Owner's group to address all people matters for the Project with primary focus on establishing project specific terms and consistency of execution on activities that affect people across the sub-surface and surface and infrastructure.
- m) "Local Resident" is defined as residents of any of the Communities of Interest having been a resident for a minimum of 6 months.
- n) "Lockout" means a lockout as defined under the Act.
- o) "Master Portion" refers to the body of this document excluding schedules and appendices.
- p) "Night Shift" refers to any regularly schedule shift rotation commencing after 4:00pm and before 4:00am.
- q) "Opportunities Agreements" means agreements negotiated by the Owner with various parties within Communities of Interest to provide opportunities for Local Residents.
- r) "Owner" means BHP Billiton Canada Inc., and any successor or assignee of BHP Billiton Canada Inc., or a party designated by the Owner to act on its behalf in respect of any part of this Agreement.
- s) "Parties" means the CLR, BCA, signatory Trade Unions and the Owner, together.
- t) "Principal Residence" is the place where an Employee permanently maintains a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats), in which they have resided for a minimum of 6 months. Original documents may be required for proof of residence, including without limitation property tax assessment, utility bills, copy of lease agreement or other as deemed acceptable by an Employer.
- u) "Project" means inside the boundary limits defined by the Owner where construction work is taking place in respect of the Site, including the underground mine development, process facilities, connected rail construction areas, camp (Discovery Lodge), meeting facilities, and related services and facilities on or immediately adjacent to the mineral surface lease held by the Owner.
- v) "Project Agreement" means an agreement meeting the criteria set forth in Division 13 section 6-67 of the Act.
- w) "Representative Employers Organization" means CLR and/or BCA.

- x) "Scheduled Overtime" means all overtime scheduled as part of the hours in a Shift Cycle established pursuant to this Agreement.
- y) "Shift" means each single work day.
- z) "Shift Cycle" or "Work Schedule" means each single period of working days and days off.
- aa)"Site" means the Jansen Potash Project Site located in Saskatchewan.
- bb)"Strike" means a strike as defined in the Act.
- cc) "Temporary Foreign Workers" or "TFWs" means Employees, or prospective employees, who are not permanent residents or citizens of Canada.
- dd) "Trade" means a trade jurisdiction as defined under Division 13 of the Act.
- ee) "Trade Union" means a union representing Employees in a Trade under Division 13 of the Act.

Article 4 No Bargaining Relationship for Owner

4.0 Notwithstanding any other provision in this Agreement, the Owner has no Bargaining Relationship with the Saskatchewan Provincial Building & Construction Trades Council or any Trade Union. It is agreed that no Bargaining Relationship is created between the Owner, EPCM or the Project manager, or any of their subsidiaries, affiliates, successors, or assigns, and the Unions, by voluntary recognition or by action of law.

4.1 Where the Owner or agents of the Owner participate in any way in the processes and administrative matters contemplated in this Agreement, it is only for the purposes of this document and the enhancement of the Project and in no way can be construed to create a Bargaining Relationship or a Collective Agreement, extending a voluntary recognition or taking actions, which by action of law, would bind the Owner in any way to any Collective Agreement with any Trade Union. For the sake of clarity, and notwithstanding any other provision in this Agreement, neither the Owner's role in the Project, nor its participation in any committees referenced in this Agreement, nor its participation in the development and implementation of any policies referenced in this Agreement means that it is the employer of any Employee, or has a Bargaining Relationship with the Saskatchewan Provincial Building & Construction Trades Council or any Trade Union.

Article 5 Application and Duration of this Agreement

5.0 The Parties agree that the terms and conditions of this Agreement are for the duration of the Project, regardless of the length of any provincial Collective Agreement that the Parties may be signatory to, and that each party is prevented from attempting to change, alter or vary these terms except in accordance with the balance of this Article 5.

5.1 The Parties agree to review this Agreement annually commencing one year following the signing of the PLA by the Owner. Any alterations to this Agreement as a result of a review by the Parties will be subject to written approval of the applicable Trade Union(s), applicable Representative Employers Organization(s) and the Owner.

5.2 Any variation to any terms and conditions including compensation terms established by this Agreement shall be subject to approval by the applicable Trade Union(s), applicable Representative Employers Organization(s) and the Owner. Employers shall not offer terms and conditions over and above what is described in this Agreement, or a Provincial Collective Agreement except as explicitly defined in this Agreement without the consent of the Owner.

5.3 This Agreement shall remain in effect and shall apply to affected Employers and Employees in respect of the Project, until the date on which work or any portion of the work to be performed by an Employer or component portion has been completed or the Owner has taken or assumed possession of such work or component portion, whichever is later. For greater certainty, nothing in this Agreement shall be construed as obligating the Owner to proceed with the Project, and this Agreement in no way guarantees that the Project will proceed or that the Employers and/or their Employees will be asked to provide work in respect of the Project.

5.4 This Agreement consists of the main body of this Agreement (the "Master Portion"), Appendices and Schedules. The Master Portion of this Agreement defines and governs conditions of employment on the Project that apply to the Parties. The Appendices shall include only those matters that are not covered in the Master Portion and which are applicable to a particular craft or to a particular term or condition. In any case of conflict between an Appendix or Schedule and the Master Portion of this Agreement, the Master Portion shall govern. Schedules may include such matters of allowances and shift tables that may be amended from time to time upon agreement from the Owner.

Article 6 Site Stability

6.0 The Parties acknowledge that this Agreement is designed to achieve labour relations stability on the Project. The Representative Employers' Organizations, Employers, Trade Unions or Employees will not do anything to harm, delay, or otherwise impede construction of the Project. Any person engaging in such conduct will be subject to immediate removal from the Site.

6.1 The Parties will not tolerate any form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct directed by Employees, union representatives, or other persons, against other employees, union representatives, or other persons. This prohibition includes all verbal communications, written materials, logos, stickers, symbols and gestures. The Parties acknowledge that the Owner has the right to remove any Employee or other person from the Project should they engage in any such activities.

6.2 The Trade Unions agree not to use their access to the Project Site as a means to attempt to organize employees not represented by them. No representative of the Trade Unions allowed on Site will, directly or indirectly, solicit employees working on the Site to become members of a union. The Trade Unions agree that there shall be no union activity on the Site except that which is necessary for the processing of grievances and the administration and enforcement of a Collective Agreement or this Agreement.

6.3 No Employee, Employer or Trade Union shall refuse to handle any material, products, or equipment on the basis of the origin of that material, product or equipment.

6.4 No Employee shall refuse to work with or alongside any other individual on the basis of their union affiliation, non-union affiliation or other status.

6.5 The Parties acknowledge that the Owner has sole discretion to determine policies with respect to Site access, and may restrict Site access of Employees in accordance with those policies. Without limiting the generality of the foregoing, any Employee who changes employment from one employer to another shall not be permitted Site access with another contractor for a period of 90 calendar days from the day of resignation, except with written agreement of both employers. Employees who are laid off or de-mobilized by an employer because of shortage of work shall not be restricted from Site access by another contractor. This clause does not apply to apprentices leaving to, or returning from trade related training, when returning to the same Contractor.

Article 7 Site Policies

7.0 The Parties acknowledge that the Owner may establish policies relating to health, safety and environment, and other matters relating to management of the Project, which will apply to the Parties and Employees, but, except as otherwise provided in this Agreement, will not form a part of this Agreement. In the event of any conflict, these policies will be addressed by the Parties through the Jansen Labour/HR Committee in accordance with Article 9.

7.1 All Employees shall complete a Safety Orientation in accordance with the standards established by the Owner as per Article 17.

7.2 The Owner's Business Code of Conduct, Jansen safety absolutes and documented site work rules as amended from time to time, shall be the minimum standard of this Agreement. The Owner reserves the right to ban access at their sole discretion to its Site or other Owner managed property or premises to any individual it deems unsuitable for employment due to a breach of its policies or values.

7.3 Union representatives designated in writing by the Trade Unions shall have access to the Project for legitimate union business and in no case shall such visits interfere with the progress of the Work. Admission to the Project will be in accordance with and subject to Project policies and procedures. Except with Owner permission for emergent circumstances, prior arrangements for access to the Project will be made with a minimum of seventy-two (72) hours' notice with the appropriate Owner or designated Site labour relations representative. A Trade Union will also give the Employer notice of site visits in accordance with the applicable Collective Agreement. Site access may be denied where proper notice has not been provided.

7.4 The Parties to this Agreement are committed to maintaining a safe and productive work environment for all Employees and other persons on the Project. The parties further acknowledge the Owner's right to establish and determine its Drug and Alcohol Policy including testing requirements. The Owner's policies may be based upon the CODC Alcohol & Drug Policy and Procedure, as may be amended from time to time, but will include as a minimum:

- a. Pre-Access Drug and Alcohol screening
- b. Reasonable cause drug and alcohol testing
- c. Post incident drug and alcohol testing
- d. Return to work post violation drug and alcohol testing

For greater certainty, the Owner shall bear no cost associated with an Employer carrying out pre-access drug and alcohol testing; the medical facility and laboratory costs of pre-access drug and alcohol testing shall be borne by the Employer, with the Employee carrying out the testing on their own time.

7.5 Subject to the express written consent of the Employee or prospective Employee, the Employer shall be required to notify the Owner when an Employee or prospective Employee has failed a drug and alcohol test. Notification of pass or fail results to the Owner shall be a condition of Site entry for an Employee. In such an event in the case of dependency the Employee will not be granted Site access until a verified rehabilitation process recommended by a substance abuse professional has been successfully completed.

Article 8 Strikes and Lockouts

8.0 During the term of this Agreement, neither Trade Unions nor any Employees will permit, encourage, or participate in any cessation of work, strike, slowdown, or any stoppage of work or otherwise act in concert to restrict or interfere with any Employer's or the Owner's operation. During the term of this Agreement, no Employer will engage in any lockout of their Employees. If any strike or lockout action takes place in the Province of Saskatchewan all parties agree that it will not impact the BHP Jansen Project.

Article 9 Committees

9.0 The Owner may establish committees comprised of representatives of the Owner, the Parties, Employers and other employers and unions to provide advice, establish policies and rules, and/or resolve issues relating to Owner supplied transportation, health and safety matters, camp, and any other issues the Owner deems appropriate. The Owner will establish terms and conditions of reference for the committees giving due recognition to the language and intent and purposes of this and other agreements; rules of procedure for the committees to carry out their responsibilities; and, processes to ensure that decisions of the committees that affect this Agreement and other agreements are recommended to the Parties for incorporation into this or other agreements.

9.1 The Owner may establish other committees comprised of representatives of the Parties to provide advice on policies and rules and resolve issues relating to the application or administration of this Agreement.

Article 10 Wages & Compensation

10.1 Employees will be paid wages as agreed in Schedule D or as otherwise agreed by the applicable Trade Union(s), applicable Representative Employers Organization(s) and the Owner. At no time shall the wage schedules in this Agreement exceed those set out in the applicable wage schedules in the current Provincial Collective Agreement. Any modifications to this Agreement shall require the Owner's approval in writing.

10.2 In extraordinary circumstances and at the Owner's discretion, elements of compensation may be adjusted in respect to specific Employees in particular Trades.

Article 11 Work Schedules

11.0 The primary work schedule for the Project will be 14 days on and 7 days off (see Schedule A, Shift Cycle). However, at the Owner's approval an Employer may work a different work schedule for the efficient construction of the Project. No shift schedule shall require a worker to work more than 21 consecutive days on. All shift schedules must be pre-approved by the Owner, will be aligned with the Owner's fatigue management policies, and will be added as Schedules to this Agreement. Schedules are intended to identify the 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 shift, or per cycle.

11.1 Each Employer is required to explain the applicable Schedule to all Employees prior to them starting work. The explanation shall include the number of working days and days off, where those days will fall within the Schedule, and the overtime payable for each day of the Schedule.

11.2 The straight time and overtime payment schedules are as follows:

- a) Overtime will be paid for all hours worked when an Employee is required to work on any regularly scheduled day off.
- b) Overtime will be paid for all hours worked in addition to the regularly scheduled work hours on any work day.
- c) Overtime will be paid as per Schedule A.
- d) All overtime will be paid at 1.5 times the worker's regular basic hourly rate of pay.
- e) Scheduled overtime is mandatory and not voluntary.
- f) Unscheduled overtime shall not be unreasonably refused except where safety to life or property makes it necessary.
- g) An Employee must work all available regular time hours in a shift before being eligible for overtime.

11.3 The Parties are committed to delivering value for paid time.

- a) Unless some other reporting location is designated by the Employer, Employees will be in attendance at their work station and prepared to commence work at the scheduled starting time for their respective shifts; and shall remain engaged at their work station or other location as designated by the Employer until such time as is designated by the Employer for them to leave.
- b) Employees will be diligent in respecting start times, shift completion times, lunch periods and rest breaks.

11.4 The typical start time will be between 6:00 am and 8:00 am as determined by the Owner. The Owner may schedule shifts for which the start times are between 12:00 noon and 4:00 am. To be classified as shift work rather than as overtime, such shifts must be scheduled for at least one regular work week. All rates and allowances shall apply to any such shift as per Article 10.

11.5 Employees assigned to the Night Shift shall receive a shift premium of three dollars (\$3.00) per hour for all hours worked. There shall be no pyramiding of premium pay.

11.6 The Parties to this Agreement 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 required from time to time, and that such variations may affect all or only a portion of Employees. The Owner shall be entitled to make any such variations in its sole discretion at any time, subject to no less than 24 hours' notice. The Employer shall be responsible for notifying affected workers.

Article 12 Camp Accommodation, Mileage and Travel

12.0 The Parties to this Agreement acknowledge that the Project has an existing camp facility known as Discovery Lodge which will be managed by the Owner or Owner's representative, and the Owner or Owner's representative shall be entitled to define policies and procedures in regards to camp accommodation in their sole discretion. Without limiting the generality of the foregoing, the Owner hereby has declared that the camp shall be a dry facility and no alcohol, cannabis or illicit drugs will be permitted in the camp facility or within the boundaries of the Project.

12.1 Employees whose Principal Residence is more than eighty-five (85) kilometers Distance from Site will be assigned accommodation at camp.

12.2 Employees whose Principal Residence is eighty-five (85) or less kilometers Distance from Site will be Daily Commuters. For clarity, anyone living within the city limits of Humboldt will be considered to fall within the eighty-five (85) kilometers or less regardless of the actual mileage.

12.3 Where the Distance from an Employee's Principal Residence to the nearest Designated Location is less than the Distance from the Employee's Principal Residence to Site the Employee may be required at the Owner's sole discretion to utilize the Designated Location and Owner-provided transportation to Site.

12.4 If there is no camp accommodation available the Employee will be entitled to a living out allowance. An Employee who refuses available accommodation or loses camp privileges shall not be entitled to a living out allowance in lieu of the accommodation.

12.5 Living out allowance will be paid for days worked only at according to the CLR's South East quadrant rate.

12.6 The Owner reserves the right to cancel living out allowance for any or all parties and provide camp accommodations instead with one week's notice.

12.7 Accommodation facilities shall be provided, maintained and operated in full compliance with all applicable laws and regulations.

12.8 The Owner or designate will have the sole right to manage the camp accommodation, including the assignment of accommodations.

12.9 Employees living in camp accommodation who do not report for work on a regular work day due to causes other than a legitimate absence when they are physically able to do so may have their accommodation privileges removed.

12.10 Camp rules and regulations for the Project will be published and made available. Employers shall ensure each of their Employees are specifically directed to and made aware of the camp rules and regulations. Employees in violation of rules and regulations may be subject to progressive discipline by their Employer and may have their accommodation privileges and Site access removed by the Owner, or the Owner's designate.

12.11 Upon dispatch to the Project, the Employer will inform the Employee of the applicable Designated Location.

12.12 Employees shall not receive wages or mileage for travel time.

12.13 Employees who are not Daily Commuters, including probationary employees, who quit or are terminated for cause will be provided transport to Saskatoon or Regina airport by the Employer.

Article 13 General Holidays

13.0 The general holidays shall be as follows: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; Saskatchewan Day; Labour Day; Thanksgiving Day; Remembrance Day, Boxing Day and Christmas Day.

13.1 The Parties, with approval of the Owner, may designate alternative days for holiday observance.

13.2 A general holiday that falls during days off, where the break is 5 days or more, will be deemed to have been observed on the day which it falls and will not affect the date of the return to work cycle nor the rate of pay for that date.

Article 14 Site Closures

14.0 The Owner may designate certain periods in the year during which construction activity on the Site may be suspended or significantly reduced in order to accommodate holiday periods such as the Christmas/New Year's period or other circumstances. The Owner may also require that an Employer maintain its services during such periods in order to meet Project needs.

Article 15 Hiring Practices

15.0 The Parties will comply with the spirit and intent of the Owner with respect to providing training and employment opportunities for Local Residents, female workers, and Indigenous individuals. In order to optimize these opportunities, the parties shall provide preferential treatment as deemed appropriate by the Owner.

15.1 When making a call for an employee, the Employer shall specify if a specific identified targeted group shall receive preferential treatment as per targets in 15.2 and 15.4. In the event that an Employer has made such a call the Trade Union shall dispatch an Employee meeting the Employer's stated requirement, if such an Employee is available. For further certainty, when supplying labour from a category in section 15.5 the Union shall in the first instance fulfill the targeted group request by the Employer, and if this is not possible another worker from within that category can be supplied, prior to moving to the next priority category.

15.2 The Project target for female employment is 50% of the workforce on an individual Employer basis. The Parties acknowledge that this target shall remain subject to the hiring preferences set forth in section 15.5.

15.3 The Trade Unions agree that in the event that an Employer identifies suitably qualified female candidates an Employer wishes to hire through the Build Together program, Women Building Futures organization or other Saskatchewan organizations advancing female apprenticeships the applicable Trade Union will accept the identified candidate and provide a slip to enable such candidate to work on the Project as appropriate. Notwithstanding the foregoing, the order of precedence set forth in section 15.5 will still apply and the Employers shall be cognizant of this precedence when identifying potential candidates through the Build Together program, the Women Building Futures organization or other Saskatchewan organizations advancing female apprenticeships.

15.4 The Project target for Indigenous employment is 20% of the workforce on an individual Employer basis. The Parties acknowledge that this target shall remain subject to the hiring preferences set forth in section 15.5.

15.5 The Parties will comply with any commitments undertaken by the Owner through Opportunity Agreements with Communities of Interest. Specifically the following order of preference in the hiring procedure shall be followed:

- a) Qualified Saskatchewan signatory Local Union Members
- b) Qualified persons within an Opportunities Agreement
- c) Qualified Local Residents
- d) Qualified other Saskatchewan Local Union Members
- e) Qualified Saskatchewan Residents
- f) Qualified Union members from outside Saskatchewan but within Canada
- g) Qualified Canadian Residents
- h) Qualified Temporary Foreign Workers

15.6 The early and continued participation of qualified Local Residents, female workers and members of Indigenous communities is desirable; accordingly, the parties agree to optimize employment and training opportunities for such qualified Local Residents, female workers, and members of Indigenous communities under this Agreement.

15.7 Employers shall be encouraged to register with the Helmets to Hardhats program for retired members of the Canadian Forces.

15.8 The Parties agree to cooperate in attaining the optimal training and deployment of apprentices on the Project and will accept persons qualified to become apprentices to fill the journeyperson/apprentice ratio where there is a shortage of registered apprentices. The employment of apprentices, within regulatory requirements and limitations, will be promoted throughout the duration of the Project, and will provide for a spectrum of apprentices from the first year through to fourth year as appropriate to the respective trade. The Parties agree to target a 30% or more apprentice to journeyperson ratio for all trades.

15.9 The Parties recognize that, due to potential shortages of qualified labour during the execution of the Project, it may be necessary for the Employers to hire qualified Temporary Foreign Worker (TFWs).

The Trade Unions agree to cooperate in the:

- a) Acceptance of TFWs for temporary/permitted membership;
- b) Explanation of union membership and expectations to TFWs; and
- c) Explanation of the provision of union assistance and services for workers to TFWs.

15.10 Employers may name request 50% of required employees, from the signatory Trade Unions, who are on the out-of-work-list of active members of the affected Trade Union or any of its affiliates.

15.11 Employers may name request their required supervision (the rank of foreperson and above) from the Union's out-of-work-list of active out of work members. Further, an Employer may name request such supervision from any affiliate of the same Trade Union, who shall forthwith be provided with a dispatch slip or clearance by the applicable affiliate of that Trade Union.

15.12 Employers may name request key personnel, and personnel with special or required skills from any affiliate of the Trade Union, who shall forthwith be provided with a dispatch slip or clearance by the applicable affiliate of that Trade Union, provided such key personnel are not available from the local signatory unions.

15.13 Employers may name request personnel based upon any employment equity or other hiring preference initiatives implemented by the Owner from time to time, which individuals shall forthwith be provided with a dispatch slip or clearance by the applicable affiliate of that Trade Union.

15.14 Employers shall be the sole judge of when and who to lay-off as part of a crew. The judgments shall take into account the following: experience, specialized qualifications, productivity and qualified persons with an Opportunities Agreement. The sole exception to this Article shall be the job steward who shall receive such privileges and protections as are provided for in the Collective Agreements.

15.15 Forepersons and above shall be exempt from any and all layoff order restrictions.

15.16 The Parties agree to support and promote supervisory training for on-site supervision and to recognize the key role that the 'supervisors' (whether lead hand, foreperson, general foreperson or superintendent), including the shop stewards, have with respect to on job productivity, employee safety, quality of workmanship and customer satisfaction.

15.17 The Parties agree that forepersons shall be able to perform the same type of work as is being supervised.

Article 16 Parking

16.0 All Owner provided Site and bus marshalling pick-up point parking will be by permit only due to limited parking allocation. Permits will be issued according to the following priority:

1. Employees whose Principal Residence is eighty-five (85) kilometers driving distance from Site or less and where no Employer transportation is provided (for on-site parking only).
2. Employees who will be staying in the camp accommodation and receive prior approval from the Owner to drive directly to the bus marshalling pick-up point, or directly to Site rather than a bus pick-up marshaling point.

16.1 No Site parking permits will be issued where Employer provided transportation is reasonably available except as approved by the Owner under section 16.0 item 2.

16.2 Employees with parking permits will be provided with parking at no cost to the Employee at Designated Locations to access the Employer provided transportation or at the Site if eligible for a Site parking permit as the case may be.

16.3 Any car parked in an Employer Designated Location in violation of parking rules may result in the vehicle being towed away at the vehicle owner's expense.

16.4 The Owner assumes no responsibility for loss or damage to Employees vehicles or contents.

Article 17 Safety Orientation

17.0 All Employees shall complete Safety Orientation. Safety Orientation for this project shall consist of the following parts:

- Part I - The CODC Interactive Rights and Responsibilities Course
- Part II – Safety Construction Orientation Training
- Part III - Pre-access safety and trade training, including items such as industry recognized fall protection training, confined space training, equipment operating certifications etc.
- Part IV – Contractor specified and provided safety training
- Part V - Owner specific and provided on Site safety training and/or orientation

Prior to dispatch, the Employee must have obtained Parts I, II and III. Each Employee shall be on the payroll and paid while being trained under Part IV and V.

Article 18 Pre-Job Conferences

18.0 The Employers will hold a pre-job conference and equipment mark-up attended by all interested Trade Unions and will provide an overall description of the Project, projected manpower requirements by craft, general information pertaining to hiring and recruiting procedures, transportation, on site work rules, safety and security regulations, safety standards and meetings and any other pertinent information. The Employers will inform the Trade Unions as to the projected scope of the contract; information pertaining to the Employers' intended supervisory staff and other relevant information including intended work assignments. Notification of the pre-job conference and hard copy documents to be presented shall be given to the Saskatchewan Provincial Building and Construction Trades Council, Prairie Arctic Regional Council and the Office of The President of the Building Trades Department AFL-CIO with a minimum of fifteen (15) calendar days prior to the date set for the conference. The pre-job and equipment mark-up in all cases shall be held at least ten (10) calendar days before the work commences. The time limits set forth herein may be varied to suit unusual circumstances after consultation between the Employers and the Saskatchewan Provincial Building & Construction Trades Council.

The Employers will arrange to have available for meetings general descriptions of the work to be performed, equipment lists defining whether the equipment will be received broken down into component parts or as a complete package, drawings and any other relevant information which will assist the Trade Unions in understanding their individual jurisdictional roles. An Employer who will be installing process equipment may have a process engineer attend the mark-up portion of the meeting to explain the function of the equipment to be installed.

Before the close of the meeting, the Employers will read over the items in dispute. The Employers will then request documentary evidence supporting the disputing Trade Union's claims be forwarded to them within a period of seven (7) calendar days. The Employers will make and circulate the disputing trade's final assignments, based on the evidence provided within a further three (3) calendar days or as may otherwise be agreed at the mark-up. All such assignments shall be made in accordance with the procedural rules of the National Joint Board.

The Employers recognize the jurisdictional claims of Trade Unions as set forth in the Charter Grants issued by the AFL-CIO subject to Trade Agreements and final decisions of the AFL-CIO as well as decisions rendered by the Canadian Jurisdictional Disputes Plan. It is incumbent on all Employers to assign work in accordance with the Employer's responsibility set forth in the procedural rules and regulations of Impartial Jurisdictional Disputes Board and Appeals Procedure.

The Owner shall have the right to participate in the pre-job conference process.

In the event a jurisdictional dispute arises, the representatives of the Trade Unions shall first seek resolution of the dispute at the Project level. In the event no resolution is found at the Project level, the respective International Trade Unions shall follow the procedures of the Canadian Jurisdictional Disputes Plan.

18.1 The pre-job conference may be conducted in-person, by telephone conference call, by internet meeting/conference application (such as SKYPE, Webex, Zoom, etc.) or, where appropriate, by email.

18.2 Jurisdictional disputes involving workers employed under this agreement shall henceforth be resolved under the provisions of the Canadian Jurisdictional Disputes Plan in accordance with its rules and regulations and without work stoppage, slow down or other lack of production and it is further agreed that a jurisdictional dispute shall in no way interfere with the progress or prosecution of work.

Article 19 General Terms

19.1 Each provision contained herein is declared to constitute a separate and distinct covenant and to be severable from all other such separate and distinct covenants. If any provision or covenant is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other covenant or provision contained herein.

19.2 Each Party, in performing under this Agreement, must ensure that neither it nor its employees, contractors, agents or representatives have given, offered, promised or authorized, and shall not give, offer, promise or authorize, anything of value, directly or indirectly, to a government official or any other person to influence or reward official action; to influence or induce a person to perform his or her work duties disloyally or otherwise improperly; or to reward a person for doing so. Each Party, in performing under this Agreement, shall comply with all Applicable Anti-Corruption Laws and must not give or offer to give, receive, or agree to accept, any payment, gift or other advantage which violates an Applicable Anti-Corruption Law.

19.3 Any modification to this Agreement must be in writing, executed by the applicable Trade Union(s), applicable Representative Employers Organization(s) and the Owner.

19.4 The headings contained in this Agreement are for convenience only and are not to be construed in any way as additions or limitation of the covenants and agreements contained in this Agreement.

19.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

Dated at _____, Saskatchewan this _____ day of _____, 2019.

Signed on behalf of:

Executed on behalf of BHP Billiton Canada Inc.

Executed on behalf of Boilermaker Contractors' Association of Saskatchewan

Executed on behalf of CLR Construction Labour Relations Association of Saskatchewan Inc.

Executed on behalf of the Saskatchewan Provincial Building & Construction Trades Council

UNIONS

The International Brotherhood of
Boilermakers, Iron Ship Builders, Blacksmiths,
Forgers and Helpers

Bricklayers & Allied Craftworkers Local 1
Saskatchewan

The United Brotherhood of Carpenters and
Joiners of America, Local Union #1985

Operative Plasterers and Cement Masons
International Association of the United States
and Canada Local 222

Local Union 529 of the International
Brotherhood of Electrical Workers

The International Association of Heat & Frost
Insulators and Asbestos Workers Local 119

The International Association of Bridge,
Structural and Ornamental Iron Workers and
Reinforcing Iron Workers, Local Union No.
771

The Construction and General Workers Local
Union, #180

Local Union #1021 (Millwrights) of the United
Brotherhood of Carpenters and Joiners of
America

The International Union of Operating
Engineers, Hoisting, Portable and Stationary,
Local 870

International Brotherhood of Painters and
Allied Trades, Local 739

Local 179 of the United Association of
Journeymen and Apprentices of the Plumbing
and Pipefitting Industry of the United States
and Canada

The Sheet Metal Workers, International
Association Local Union 296, Saskatchewan

Teamsters Local Union No. 395

SCHEDULE A – SHIFT CYCLE TABLES

The 14/7 shift cycle is the approved schedule and an Employer wanting to schedule a different shift cycle will require pre-approval by the Owner. All shift cycles shall be eligible to start on any day of the week as determined by the Employer or Owner, such that overtime calculations will be based on days worked and not on calendar days.

14/7 Shift Cycle 10 hour days

- Employees are scheduled to work fourteen (14) days on and seven (7) days off per shift cycle
- Employees will work ten (10) hours per day
- Each hour worked shall be compensated as per Schedule C (Work Schedules).

14/7 Shift Cycle 12 hour days

- Employees are scheduled to work fourteen (14) days on and seven (7) days off per shift cycle
- Employees will work twelve (12) hours per day
- Each hour worked shall be compensated as per Schedule C (Work Schedules).

The following outlines other possible shift cycles that may be available to the Employer subject to Article 11:

5/2 Shift Cycle 10 hour days

- Employees are scheduled to work five (5) days on and two (2) days off per shift cycle
- Employees will work ten (10) hours per day
- Each hour worked shall be compensated as per Schedule C (Work Schedules).

5/2 Shift Cycle 12 hour days

- Employees are scheduled to work five (5) days on and two (2) days off per shift cycle
- Employees will work twelve (12) hours per day
- Each hour worked shall be compensated as per Schedule C (Work Schedules).

10/4 Shift Cycle 10 hour days

- Employees are scheduled to work ten (10) days on and four (4) days off per shift cycle
- Employees will work ten (10) hours per day
- Each hour worked shall be compensated as per Schedule C (Work Schedules).

10/4 Shift Cycle 12 hour days

- Employees are scheduled to work ten (10) days on and four (4) days off per shift cycle
- Employees will work twelve (12) hours per day
- Each hour worked shall be compensated as per Schedule C (Work Schedules).

20/8 Shift Cycle

- Employees are scheduled to work twenty (20) days on and eight (8) days off per shift cycle
- Employees will work ten (10) hours per day
- Each hour worked shall be compensated as per Schedule C (Work Schedules).

SCHEDULE B – PROVINCIAL COLLECTIVE AGREEMENTS – AMENDMENTS

Wage Scales and Fringe Benefits Provisions – Employer Remittances

Employer remittances for each Local Union's respective Funds including: Education Trust Fund, Industry Service Fund, Canadian Training Funds, Political Action Funds and Local Union and International Training Funds, shall be paid based on straight time hours worked.

Health & Welfare shall be paid based on all hours worked as straight time hours only. The hourly Health & Welfare deductions shall be no greater than presently exist in the relevant current (as of date of signing) Provincial Agreement.

Pension and Group RSP shall be paid on hours earned.

Breaks and Lunch Periods

When ten or twelve hour shifts are worked, there shall be two breaks of one half hour each, one paid and one unpaid, approximately equally spaced in the shift.

Statutory Holidays and Pay

Statutory Holiday Pay is paid at 4.5% in lieu of (11) General Holidays on straight time hours worked. If an employee is required to work on one of these (11) General Holidays they shall be paid 1.5x their regular wages for all hours worked.

SCHEDULE C – WORK SCHEDULES

14/7 Shift Cycle 10 Hour Days

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14	Total Worked	Total Paid
Reg	7	7	7	7	7	7	7	7	7	7	7	7	7	7	98	98
1.5x	3	3	3	3	3	3	3	3	3	3	3	3	3	3	42	63
Total Hours	10	10	10	10	10	10	10	10	10	10	10	10	10	10	140	161

14/7 Shift Cycle 12 Hour Days

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14	Total Worked	Total Paid
Reg	7	7	7	7	7	7	7	7	7	7	7	7	7	7	98	98
1.5x	5	5	5	5	5	5	5	5	5	5	5	5	5	5	70	105
Total Hours	12	12	12	12	12	12	12	12	12	12	12	12	12	12	168	203

5/2 Shift Cycle 10 Hour Days

	Day 1	Day 2	Day 3	Day 4	Day 5	Total Worked	Total Paid
Reg	8	8	8	8	8	40	40
1.5x	2	2	2	2	2	10	15
Total Hours	10	10	10	10	10	50	55

5/2 Shift Cycle 12 Hour Days

	Day 1	Day 2	Day 3	Day 4	Day 5	Total Worked	Total Paid
Reg	8	8	8	8	8	40	40
1.5x	4	4	4	4	4	20	30
Total Hours	12	12	12	12	12	60	70

10/4 Shift Cycle 10 Hour Days

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Total Worked	Total Paid
Reg	8	8	8	8	8	8	8	8	8	8	80	80
1.5x	2	2	2	2	2	2	2	2	2	2	20	30
Total Hours	10	10	10	10	10	10	10	10	10	10	100	110

10/4 Shift Cycle 12 Hour Days

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Total Worked	Total Paid
Reg	8	8	8	8	8	8	8	8	8	8	80	80
1.5x	4	4	4	4	4	4	4	4	4	4	40	60
Total Hours	12	12	12	12	12	12	12	12	12	12	120	140

20/8 Shift Cycle 10 Hour Days

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
Reg	7	7	7	7	7	7	7	7	7	7	7	7	7	7
1.5x	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Total Hours	10	10	10	10	10	10	10	10	10	10	10	10	10	10

	Day 15	Day 16	Day 17	Day 18	Day 19	Day 20	Total Worked	Total Paid
Reg	7	7	7	7	7	7	140	140
1.5x	3	3	3	3	3	3	60	90
Total Hours	10	10	10	10	10	10	200	230

SCHEDULE D – WAGE TABLES

All Site works up to anchor bolts including but not limited to civil and earthworks, reinforcing, concrete formwork, concrete and concrete insets shall be considered overburden works. The appropriate overburden and site preparation agreements (as of date of signing) total package value shall apply.

For all other industrial construction activities the relevant current Provincial Agreement (as of date of signing) total package less 10% shall apply.

For all commercial construction activities the relevant current Provincial Agreement (as of date of signing) total package value shall apply. Should a revised provincial agreement result in a lower total package to the terms in this agreement the provincial agreement total package shall apply.

Note: Notwithstanding the foregoing, the wage rates (excluding holiday pay which shall be paid pursuant to Schedule B herein), overtime and hours of work provisions set out in Appendix "A" and Appendix "B" in the Provincial Operating Engineers' Crane Rental Agreement shall apply. Should a revised provincial agreement result in a lower total package or hours of work or overtime rules more favorable to employers to the terms in this agreement those terms from the revised provincial agreement shall apply.

Note: Each signatory Union shall provide to the Employers and the Owner a breakdown of all deductions from the Total Package to determine the Basic Hourly Rate by no later than _____, 2019, for all classifications in the relevant Provincial Agreement.