
SCHEDULE 24

EMPLOYEE INFORMATION AND CHANGES TO WORKFORCE

1. EMPLOYEE INFORMATION

- 1.1 When requested in writing by the Province to do so, the Concessionaire (subject to any relevant collective agreement and applicable Laws and Regulations including applicable Privacy Legislation) will provide Employee Information (defined in paragraph 1.5) to the Province within 14 days of such notice. The Concessionaire will take and will cause its contractors and subcontractors of any tier to take such steps as may be necessary to enable the Concessionaire to comply with any such request by the Province, including notifying employees that such information may be provided to the Province and obtaining appropriate consents from employees to the release of such information to the Province.
- 1.2 Subject to any applicable Privacy Legislation, the Province may disclose Employee Information to any person (a "Prospective Bidder") who has been or is to be invited to submit a bid or proposal in relation to the provision of works or services of a similar type to any of those provided by the Concessionaire under this Agreement in connection with the Project, the Project Facilities, Site and the Adjacent Areas or any part thereof, provided that, if requested in writing by the Concessionaire to do so, the Province will ensure that prior to such disclosure the Prospective Bidder undertakes in writing not to disclose (unless required by law to do so) the information to any other person other than a person who:
- 1.2.1 is an employee or agent (including legal advisor) of the Prospective Bidder; and
 - 1.2.2 has undertaken in writing not to disclose that information unless required by law to do so.
- 1.3 Where Employee Information has been provided, the Concessionaire will:
- 1.3.1 inform the Province of any change to the information provided or provide any new Employee Information not previously provided;
 - 1.3.2 use reasonable efforts to clarify any matter upon which clarification is requested by the Province; and
 - 1.3.3 use reasonable efforts to co-operate with any other reasonable request made by the Province concerning the Employee Information or other information concerning the Concessionaire's employees or the employees of its contractors or subcontractors of any tier,
- within 14 days of any such change, discovery of new information or receipt of such request.

Schedule 24

Employee Information and Changes to Workforce

- 1.4 Subject to paragraph 1.2 and the exceptions as provided in Section 50.2 [Exceptions], the Province will not disclose Employee Information (or any part of that information) to any other person.
- 1.5 For the purposes of this Schedule 24, “Employee Information” means written details of:
- 1.5.1 the total number of employees employed by the Concessionaire or any of its contractors and subcontractors of any tier whose work (or any part of it) is work undertaken for the purposes of this Agreement;
 - 1.5.2 information relating to or connected with the employment of employees falling within the scope of paragraph 1.5.1, including details of:
 - 1.5.2.1 terms and conditions of employment including terms incorporated from any collective agreement;
 - 1.5.2.2 each employee’s salary, normal working hours, length of service, contractual period of notice, any pay settlement covering future dates which has already been agreed by the relevant employer and any redundancy entitlement;
 - 1.5.2.3 any other information that may be relevant to the calculation of Employee Termination Payments and/or Subcontractor Breakage Costs; and
 - 1.5.2.4 such other information as the Province may reasonably require in relation to the Concessionaire’s employees or the employees of its contractors and subcontractors of any tier (other than the name or other details which enable any employee to be identified unless both the Concessionaire and that employee have consented in writing to the provision of such details).

2. CHANGES TO WORKFORCE

- 2.1 At any time after either Party has given notice to terminate this Agreement, the Concessionaire will not (except only in the case of paragraph 2.1.2 as may reasonably be necessary to enable the Concessionaire to meet its obligations under this Agreement) without the prior written consent of the Province (which consent may not be unreasonably withheld or delayed):
- 2.1.1 materially amend or offer, promise or agree for the future materially to amend the terms and conditions of employment of any employee falling within the scope of paragraph 1.5.1;
 - 2.1.2 materially increase or make offers of employment so as materially to increase the number of employees whose work (or any part of it) is work undertaken for the purposes of this Agreement; or

- 2.1.3 do or omit to do any other thing in relation to employees falling within the scope of paragraph 1.5.1 which is likely to increase any Employee Termination Payments and/or Subcontractor Breakage Costs included in any Termination Sum payable by the Province in connection with the termination of this Agreement.