PROJECT LABOUR AGREEMENT

BETWEEN

FRONTIER KEMPER-AECON JOINT VENTURE

AND

POLY-PARTY UNION

CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611 INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS', LOCAL 993

FOR

RIO TINTO KEMANO T2 PROJECT H353008

Package No.: CC003

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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Agreement, which has been negotiated and entered into in good faith:
 - (a) to comply with all contract requirements pertaining to the Rio Tinto (Owner) KemanoT2Project H353008 Package No.: CC003 (Project) in British Columbia. Accordingly, Frontier Kemper-Aecon Joint Venture (Employer) deems it appropriate to include the Owner's Project requirements specific to Industrial Relations and Labour Harmony in Appendix "A" of this Agreement for reference purposes.
 - (b) to recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
 - (c) to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
 - (d) to establish an equitable system for the transfer, layoff and recall of employees;
 - (e) to establish a just and prompt procedure for the disposition of grievances;
 - (f) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Poly-Party Union (Union), the Employer, and the employees which will be conducive to their mutual well-being.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all field employees of the Employer on the Rio Tinto Kemano T2 Project H353008 Package No.: CC003 in British Columbia, except non-working supervisory personnel, office, engineering, survey, and sales staff. The Parties agree that the term of this Agreement shall be in full force and effect from its date of execution until completion of this Project Package.
- 2.03 This Agreement is not transferable to any other project, in whole or in part, without the express consent of all Parties to this Agreement.
- 2.04 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purposes of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.05 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement, except by the mutual agreement in writing of the Parties.
- 2.06 The Union and the Employer may determine, on a project or site basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may, by agreement in writing, add, amend or delete any terms or conditions of the Agreement for the duration of the job or project.
- 2.07 The Union recognizes that the company has the right to engage and/ or retain Subcontractor services from competitive local and regional construction Employers regardless of each entity's union or non-union status.

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- 2.08 The Regional Economic Development Area (RED) is defined as follows:
 - (a) Zone 1 Watershed area is defined as the geographic areas between Hazelton British Columbia (BC) and Prince George, BC.

Communities included are:

- i. Hazelton Region
- ii. Smithers
- iii. Telkwa
- iv. Houston
- v. Burns Lake and Southside Region
- vi. Lakes District
- vii. Vanderhoof
- viii. Prince George
- (b) Zone 2 Kitimat/Terrace, BC Area including Kitamaat Village (Haisla First Nation), Prince Rupert.
- (c) Zone 3 Remainder of British Columbia.
- (d) Zone 4 Canada and the USA.

ARTICLE 3 - SCOPE

- 3.01 Should any provision of this Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of this Agreement shall remain in force and effect for the term of the agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions shall automatically apply. However, either party may open Agreement negotiations to address legislative/regulatory changes.
- 3.03 Existing rights and privileges established under the Collective Agreement shall remain in effect for the duration of this Agreement.

ARTICLE 4 - EMPLOYER'S RIGHTS

- 4.01 The Employer has the right to manage the operation and services subject to the provisions of this Agreement, including without limiting the generality of the foregoing, its right to determine:
 - (a) Employment;
 - (b) Complement;
 - (c) Work methods and procedures;
 - (d) Kinds and locations of equipment;
 - (e) Facilities, Accommodations and buildings;
 - (f) Hours of work, scheduling, assignment, classification, and evaluation of employees;

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- (g) Organization;
- (h) Promotion, demotion, layoff and discharge of employees, for just cause;
- (i) Maintenance of order, discipline and efficiency;

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(j) Employee training and training program selection.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 For the purposes of representation with the Employer, the Union shall function and be recognized in the manner set out below:
 - a) Duly appointed Representatives of the Union are representatives of the employees in all matters pertaining to this Agreement, particularly for the purposes of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the names of its duly appointed Representatives.
 - b) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including administering the Agreement at the job site, and assisting employees in presenting grievances. The number of Stewards will not normally exceed one (1) for every shift. An additional Steward may be appointed or elected where any one shift exceeds thirty-five (35) employees. Stewards are not permitted to amend any terms of this Agreement. Union Stewards shall not act in the capacity of Representatives. The Union will advise the Employer, in writing, of the names of Stewards. Stewards shall be eligible for a premium in the amount set out in Appendix "B" of this Agreement.
 - c) The Union recognizes that Stewards have regular duties to perform as employees of the Employer, consequently Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks. The Employer will pay Stewards at their regular hourly rate for time spent attending such duties during their working hours.
 - d) Union Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Subject to the operating requirements of the Employer, the Union may request that Union Stewards be retained on the job or project in the reduction of the work force. When so requested, the Employer may assign the Union Steward to a classification the Union Steward is qualified, in the opinion of the Employer, to perform. In the event the Employer transfers the Steward to another project; a new Steward shall be appointed or elected by the Union.
 - e) The Employer shall provide one (1) bulletin board at each job site, at a mutually agreed location, for the exclusive use of the Union.
 - f) Union Representatives shall have the right to visit at the location where employees are working subject to the following: Representatives shall identify themselves to the job Supervisor upon arriving at a job site, and such visits shall not disrupt the flow of work.
 - g) The Employer may meet periodically with the employees for the purposes of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings.
 - h) There shall be no Union activity during working hours, on the Employer's premises, except that which is necessary for the processing of grievances and the administration of this Agreement.

ARTICLE 6 – WORK STOPPAGES

- 6.01 In accordance with the *B.C. Labour Relations Code*, during the term of this Agreement, or while negotiations for a further agreement are being held:
 - (a) the Union will not declare, authorize, or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation; and
 - (b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.
- 6.02 It is understood and agreed by the Parties that this Agreement is a special no-strike, no-lockout Agreement.
- 6.03 Neither the Union, nor any representative(s) of the Union, nor any member of the Union, nor any Employee covered by this Agreement shall in any way, either directly or indirectly, authorize, encourage, condone, support, participate or engage in any strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind on the part of any Employee or group of Employees or refuse to perform any task during the term of this Agreement.
- The Contractor or representatives of the Contractor shall not in any way cause or direct any lockout of Employees during the term of this Agreement.
- 6.05 Employees rehired within nine (9) months of layoff, shall not serve a new probationary period. An employee who quits or is terminated for just cause and is then rehired shall serve a new probationary period.

ARTICLE 7 - EMPLOYMENT POLICY, UNION MEMBERSHIP AND HIRING

- 7.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer and Union also acknowledge the existence of dispatch list systems for union members. Notwithstanding this fact, the Employer maintains its right to hire employees that have specialty skills corresponding to certain, critical aspects of this Project's scope of work.
- 7.02 The Employer shall provide the Union with all necessary information regarding new hires, job classification changes, layoffs and terminations. The name, social insurance number, address, phone number, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees, ranked according to classification and showing the employee's rate of pay, shall be forwarded to the Union twice yearly.
- 7.03 A Steward shall be given ten (10) minutes off work, a maximum of once in a shift, to greet new employees on their first shift, and to discuss Union membership with them.
- 7.04 New employees will be hired on a sixty (60) calendar day probationary period and thereafter shall attain regular employment status subject to the availability of work. The probationary period shall be used by the Employer to assess new employees and determine their suitability for regular employment. The Parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualifications, or suitability shall be at the discretion of the Employer.
- 7.05 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. Subject to Article 6.05, Employees laid off and recalled by the Employer within nine (9) months of previous employment shall not serve a new probationary period.

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- 7.06 The Union will exert its utmost effort to identify, train and recruit sufficient numbers of skilled workers as may be requested by the Employer in order to fulfill its trade requirements. These efforts will include the areas of priority defined in Article 2.08 of this Agreement.
- 7.07 The Parties to this Agreement recognize the need to prioritize employment of local residents consistent with Article 2.08, i.e. from RED Zones 1 and 2; residents of British Columbia and Canada; and those who may be looking for their first construction job on the Project.

ARTICLE 8 – CHECK-OFF

- 8.01 In terms of Check-Off:
 - (a) Employer is authorized to and shall deduct monthly Union and working dues, or a sum in lieu of Union dues, from each employee's pay; and where applicable, the Employer shall also deduct initiation fees. The employees agree that the Employer shall be saved harmless for all such deductions; and
 - (b) The amount of Union dues and initiation fees shall be in accordance with the direction of the Union, and the Union shall save the Employer harmless for all such deductions.
- 8.02 The total amount checked-off will be mailed to the Union's regional office each month, by the 15th of the month following the check-off month, together with an itemized list of the employees for whom the deductions are made and the amount checked-off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.

ARTICLE 9 - WAGES AND RATES OF PAY

- 9.01 Wage Schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Appendix "B" attached hereto and made a part hereof.
- 9.02 Should a classification and rate other than as set forth in Appendix "B" be required, the Employer and the Union shall meet and agree as to the applicable rate. Failure to agree shall result in the matter being referred to Article 24 for final settlement.
- 9.03 **Show Up Time**: An employee who reports for work as scheduled, without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of two (2) hours pay at his prevailing hourly rate providing that the employee has reported to work in person and is fit to perform his or her duties and complies with recognized Health and safety Regulations including those of WORKSAFE BC.

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It is the responsibility of the employee to provide a means by which the Employer can contact him. If an attempt is made by the Employer to contact an employee by way of the contact information provided, and in an effort to inform the employee of a lack of work, and where the Employer is unable to do so, the employee will not be entitled to show up time. Where the Employer has provided a "work availability answering service", and where an employee believes or has reason to believe that the Employer may not have work available on a particular day, the onus is on the employee to phone the Employer's answering service before proceeding to the job site in order to determine whether or not work is available. If the Employer's answering service states that work is not available, the Employee shall not be paid show up time.

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- 9.04 **Starting Work**: An employee who starts work and is prevented from completing his normal work day shall receive a minimum of four (4) hours pay at his prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours. The employee shall also receive his full accommodation allowance if and when applicable.
- 9.05 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.
- 9.06 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.
- 9.07 Employees shall be paid at least bi-monthly by cheque or automatic bank deposit at the option of the Employer, no later than Friday in any week and the employee's pay shall be accompanied by a slip outlining all hours of work, overtime hours, deductions for income tax, employment insurance, union dues, RSP contributions and health and welfare contributions. All employees shall receive their pay slips during working hours.
- 9.08 Whenever the Employment Insurance Separation Certificates and pay cheques and vacation pay monies are not given to the employee at the time of layoff or termination, they shall be sent by the Employer to the Employee by mail to his last known address on file with the Employer within three (3) working days of the time of termination.
- 9.09 The Employer may withhold a reasonable amount of wages not to exceed one (1) week's wages in order that the payroll may be prepared.

ARTICLE 10 - WORK CYCLE, WORK WEEK, HOURS OF WORK AND OVERTIME

- 10.01 The standard hours of work for all employees are exclusive of travelling time to and from the job or required marshalling points. The standard hours of work for all Employees shall be based on seventy (70) hours per workweek inclusive of traveling time to and from the job or required marshalling point. The Contractor reserves the right at its discretion to change the Work Cycle, Work Week and Work Day, as described below:
 - a) Work Cycle: The Work Cycle will be twenty (20) days on, followed by ten (10) days off.
 - b) <u>Work Week</u>: The Work Week will be seventy (70) hours, comprised of seven (7) days a week, ten (10) hours a day.
 - c) Work Day (Straight, Overtime and Double-time Hours): The Work Day, with the exception of Statutory Holidays, comprises six (6) hours pay at an Employee's straight time hourly rate of pay and four (4) hours at the rate of time and a half (1.5) of an Employee's straight time hourly rate of pay. In the event a work day extends beyond ten (10) hours:
 - i. Work days exceeding ten (10) hours but less than or equal to twelve (12) hours will be paid at the rate of time and a half (1.5) of an Employee's straight time hourly rate of pay.
 - ii. Work days exceeding twelve (12) hours will be paid at the rate of double (2.0) an Employee's straight time hourly rate of pay.
- 10.02 The overtime rates to be paid are as outlined in Appendix "B" or other applicable classifications and wage schedules.

- 10.03 Employees required to work on a statutory holiday as described in this Agreement, they shall receive double their regular wages for all hours worked.
- 10.04 The Employer will, subject to operating requirements, attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.
- Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union.
- 10.06 It is agreed that the provisions of this Article are for the purposes of computing overtime and shall not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 9.03 and 9.04.
- There will be two (2) coffee breaks of ten (10) minutes duration on each ten (10) hour shift, one (1) in the first half of the shift and one (1) in the second half of the shift. Employees will be given a meal period of one half (½) hour per shift but such period will not be considered as time worked. In the event a work day extends beyond ten (10) hours, Employees shall be entitled to an additional coffee break for each additional two (2) hours worked.

ARTICLE 11 – LAY-OFFS

11.01 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with each employee's classification and latest available phone number.

ARTICLE 12 - VACATION AND VACATION PAY

- 12.01 Employees shall be entitled to vacation pay as set out in Appendix "B", exclusive of any travel or living allowance or holiday pay.
- 12.02 Vacation pay shall be paid to employees on each pay cheque.
- 12.03 The Employer will endeavour to grant vacations at the times requested considering business requirements.

ARTICLE 13 - HOLIDAYS AND HOLIDAY PAY

Employees shall be entitled to holiday pay as set out in Appendix "B", exclusive of any travel or living allowance or vacation pay, in lieu of the following holidays:

New Year's Day Family Day
Good Friday Victoria Day
Canada Day BC Day

Labour Day Thanksgiving Day Remembrance Day Christmas Day

Boxing Day

- 13.02 Holiday pay shall be paid to employees on each pay cheque.
- 13.03 Employees required to work on one of the above holidays shall receive double time pay.

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ARTICLE 14 - TRANSPORTATION, TRAVEL, AND LODGING

14.01 It is recognized by the Employer and the Union that the purpose of transportation, travel, and accommodation allowances as established in this Article is to provide a fair means of compensating employees for additional expenses they incur while working on projects beyond a reasonable distance from their residence, or their point of hire in British Columbia, or the Employer's base of operations, whichever results in the lowest additional expenses.

14.02 Travel:

- a) To Rio Tinto Alcan (RTA) Marine Transport Dock:
 - i. Transportation will be provided between the RTA Marine Transport site at Kitimat and the T2 Tunnel dock close to the old township of Kemano at no cost to the workforce. It is the intent to locate the access dock where workers have easy access. It is understood that this transportation when required, will be shared be shared with Owner's operations employees.
 - ii. Limited parking for personal vehicles will be provided in the vicinity of the access dock. Employees are encouraged to utilize Employer-provided transportation to and from the dock.
 - iii. From T2 Egress Dock to T2 Camp
- b) To T2 Egress Dock to T2 Camp
 - i. Transportation between the dock and the T2 camp shall be provided at no cost to the workforce.
 - ii. No personal vehicles will be allowed on the T2 Site. Employees are required to utilize Employer provided transportation at the T2 Project Site.
- 14.03 **Transportation for initial and terminal travel to and from the T2 Site**: Pursuant to the Union's industry standard agreement pertaining to an Employee's legal residence, or dispatch point, at time of hire and time of termination:
 - a) For Employees who are receiving Employer-supplied transportation or flights for initial travel to site: The Employer will provide air transportation to the T2 Project from the nearest major airport, or Employee's point of origin, or dispatch point at no cost to the Employee, including transportation to the RTA Marine Transport Dock.
 - b) For Employees who are receiving Employer-supplied transportation or flights for terminal travel from site: The Employer will provide air transportation from the T2 Project to the nearest major airport, or to the Employee's point of origin, or dispatch point at no cost to the Employee, including transportation from the RTA Marine Transport Dock.
 - c) For Employees who provide their own transportation for initial travel to site: Employees will be paid an initial travel allowance to the T2 Project via the most direct route from the Employee's legal residence or dispatch point, in accordance with the following schedule:

i. 0 km to 100 km: Not Applicable

ii. 100 km to 250 km: \$100.00
iii. 251 km to 500 km: \$175.00
iv. 501 km to 750 km: \$250.00

v. 751 km to 1,000 km: \$325.00

vi. Over 1,000 km: Flight or CRA payment to an equivalent flight.

d) For Employees who provide their own transportation for terminal travel from site: Employees will be paid a terminal travel allowance from the T2 Project via the most direct route to the Employee's legal residence or dispatch point, in accordance with the following schedule:

i. 0 km to 100 km: Not Applicable

ii. 100 km to 250 km: \$100.00
iii. 251 km to 500 km: \$175.00
iv. 501 km to 750 km: \$250.00
v. 751 km to 1,000 km: \$325.00

vi. Over 1,000 km: Flight or CRA payment to an equivalent flight.

- e) Employees will be paid for four (4) hours of their first day and last day of their employment to include the following:
 - Checking in at the RTA Marine Transport dock at least one-half hour prior to scheduled departure.
 - Initial travel by RTA Marine Shuttle to the T2 dock.
 - Transport to and from RTA Marine transport dock to the T2 Camp.
 - Check-in and out at T2 camp.
 - No other travel time will be paid
- f) In the case of dismissal for cause or voluntary resignation, the costs of demobilization from the T2 Project site prior to thirty (30) days of continuous employment will be at the Employee's expense.
- g) The Parties recognize that in special circumstances, Employees may request a leave from the Project for immediate family member emergencies. In such instances, as documented in writing by an attending physician and the Union Representative, the Employer will provide round-trip transportation on the same basis as described above.
- h) In the event that inclement weather prevents turnaround rotations from occurring:
 - i. Employees on-site at Kemano and moreover, who are also scheduled for rotation will continue to work on an ad hoc basis until such time that this Agreement's turnaround rotations are restored. In each instance, the basis of Employee payment will be as follows:
 - 1. Work days comprising twelve (12) hours or less will be paid at the rate of time and a half (1.5) of an Employee's straight time hourly rate of pay for all hours worked.
 - 2. Work days exceeding twelve (12) hours will be paid at the rate of double (2.0) an Employee's straight time hourly rate of pay.
 - ii. Employees at the Kitimat will be provided with suitable room and board and be paid two(2) hours show up time per day until turnaround rotations are restored.
- 14.04 **Turnaround/Periodic Leave Transportation and Allowance**: The Parties agree that it is important that the employee takes his turnaround/periodic leave.

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- b) Reimbursement for turnaround/periodic leave will be paid one way. The time for travel from the T2 camp to RTA Marine Transport site at Kitimat will not be compensated. The return time from the RTA Marine Transport site at Kitimat to the T2 camp will be compensated for four (4) hours.
- c) Local Residents who live within one-hundred (100) kilometers of the RTA Marine Transport site at Kitimat will not be receive a travel allowance.
- d) For Employees who are receiving Contractor-supplied transportation or flights, no allowance will be paid. For those Employees that provide their own transportation to the Project will be paid a turnaround allowance in accordance with the following schedule:

i. 0 km to 100 km: Not Applicable

ii. 100 km to 250 km: \$100.00
iii. 251 km to 500 km: \$175.00
iv. 501 km to 750 km: \$250.00
v. 751 km to 1,000 km: \$325.00

vi. Over 1,000 km: Flight or CRA payment to an equivalent flight.

- e) This mileage shall be computed as one-way from the Employee's place of residence to the Project. The transportation payment is meant to cover the Employee's round-trip.
- f) There shall be no cash payment in lieu of turnaround pay, unless otherwise mutually agreed between the Union and the Contractor.
- 14.05 **Transportation from Airport to Marine Transport Dock**: The Employer will provide or reimburse Employee transportation costs from the Northwest Regional Airport Terrace-Kitimat (YXT) to the RTA Marine Transport site at Kitimat.
- 14.06 **Project Schedule**: Corresponding to Article 10 of this Agreement, The Project intends to operate on a series of work schedule rotations, namely:
 - a) Rotate twenty (20) calendar days on and ten (10) days off
 - b) Other rotation schedules as may be deemed necessary as the work dictates.

CAMP ACCOMODATIONS

- 14.07 The Employer will provide and maintain a quality camp facility for all employees. The camp facility will comply with all British Columbia health and safety rules and regulations. It is agreed that the Joint Administrative Committee may review issues and concerns raised by Employees residing in the camp facility.
- 14.08 The Parties agree that reasonable rules and regulations will be established by the Employer and Owner for implementation by the camp facility manager. These rules and regulations, known as the Accommodation Code of Conduct ("ACC"), will be available for review, and must be signed by all camp facility residents. Should a resident breach the ACC, a fair and reasonable investigation into the alleged breach will be conducted. Any serious breach of the ACC will result in withdrawal of residency privileges.
- 14.09 Summary of Accommodation Code of Conduct:

- a) Employees will acknowledge that as a condition of staying in the camp facility that they will, at all times, comply with all rules and regulations stated in the ACC;
- b) The legal right to possession and control of the accommodation and camp facility privileges remains vested in the Employer at all times;
- Residents have a personal right to boarding and lodging at the camp facility on the terms specified in the ACC and terms of employment and have no interest in nor any right of exclusive possession of the accommodation and
- d) No relationship of "landlord and tenant" exists between a camp resident and the Employer, nor shall any such relationship arise by virtue of the provision of accommodation at the camp facility.
- e) This ACC applies to Employee behaviour at the camp facility and while traveling to and from work.
- 14.10 Camp Facility Grievances and Complaints: Complaints, if any, regarding any service performed by the catering contractor should, in the first instance, be referred to the camp facility manager. If a satisfactory conclusion is not reached, the matter goes to the Employer. Any differences respecting camp facility accommodations or meals, or other matter arising out of the ACC, shall be resolved expeditiously in accordance with procedures set out in the ACC which each resident will be required to sign prior to allocation of a room.

ARTICLE 15 – UNION-MANAGEMENT COMMITTEE

- 15.01 In order to further the aims of the enterprise:
 - a) the Parties agree to schedule Union-Management meetings once every three (3) months or as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation regarding the terms and conditions of employment about policies and practices covered by this Agreement. The areas for discussion shall include but not be limited to:
 - i. discipline and discharge policies;
 - ii. training and promotion;
 - iii. safety measures;
 - iv. matters that affect the working conditions of the employees as per the Collective Agreement;
 - b) The Employer and the Union shall each appoint 2 (two) representatives to the Union-Management Committee. The Minutes shall record the business of each meeting.
- A committee member attending the Union-Management meetings during regular working hours, if also an employee of the Employer, shall be entitled to his regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of ten dollars (\$10.00) to a committee member for each meeting attended.
- 15.03 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees.
- 15.04 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless specifically abridged, deleted, or modified by this Agreement.

ARTICLE 16 - HEALTH AND SAFETY COMMITTEE

16.01 General Intent:

- a) The Employer agrees to make practicable provisions for the safety and health of its employees on its job sites and shop during the hours of their employment;
- b) The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership;
- c) It is the intent of the Parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- 16.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of his/her shift.
- An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transport provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.
- 16.05 All safety matters shall be handled in accordance with the established WORKSAFE BC procedures as well as the Owner's and the Employer's Safety Manual.
- 16.06 <u>Light Duty Work Programs</u>: If an employee is injured on the job and requires medical attention, the employee is entitled to light duty work and he shall inform the attending physician of the same.
 - The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval.
- 16.07 If the Employer requires a doctor's note and a doctor's fee is charged, the Employer agrees to reimburse all the employees with a receipt up to ten dollars (\$10.00).

ARTICLE 17 - HEALTH AND WELFARE PROGRAM: Refer to Appendix "B".

ARTICLE 18 - RSP: Refer to Appendix "B".

ARTICLE 19 - EDUCATION, TRAINING, AND PUBLICATION: Refer to Appendix "B".

ARTICLE 20 - TOOLS:

- 20.01 All tradesmen shall supply their own tools common to their trade. The Employer shall provide specialty tools.
- 20.02 The Employer shall hold the employees responsible for all tools issued to them. The Employer shall provide adequate security for all tool storage on the site.
- 20.03 The list of tools to be supplied by tradesmen, including mechanics, will be established by the Employer in consultation with the Union.

ARTICLE 21 - PROTECTIVE EQUIPMENT

- 21.01 All employees shall wear safety hats to be made available by the Employer.
- 21.02 All employees shall wear gloves, safety shoes, and rain gear where required, furnished by the employee.
- 21.03 The Employer will furnish employees with safety equipment (including safety glasses) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items.

ARTICLE 22 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 22.01 The Employer shall grant leaves of absence without pay for the following reasons:
 - a) marriage of the employee;
 - b) sickness of the employee or in the employee's immediate family;
 - c) death in the employee's immediate family;
 - d) Union activity other than directly relating to the Employer.
- Leaves of absence under Article 21.01 shall not exceed one (1) week unless time is mutually agreed upon between the Employer and the employee.
- An employee will be granted three (3) days leave of absence, with pay at his regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's spouse, child or step child, and one (1) day leave of absence with pay for an employee's immediate family member (parent, step parent, sister, brother, mother-in-law, or father-in-law).
- 22.04 Employees who fail to report for work as scheduled without giving a justifiable reason shall be deemed to have voluntarily quit.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.
- 23.02 **INFORMAL PROCEDURE** As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 23.03 The Parties to this Agreement recognize that Poly-Party Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 23.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation

period shall not apply to differences arising between the Parties hereto relating to the interpretation, application, or administration of this Agreement.

- A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. Either party may submit a Policy Grievance directly to Arbitration under Article 24, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Poly-Party Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- A "Group Grievance" is defined as a single grievance signed by a Steward or a Poly-Party Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.

23.07 **Step 1**:

A grievance shall be submitted to the Employer in writing within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the griever and the Union Representative within seven (7) days of the day on which the grievance is submitted.

23.08 **Step 2**:

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The Parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the griever and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

ARTICLE 24 – ARBITRATION

- 24.01 Providing there is mutual agreement no issue shall be referred to arbitration without being referred to mediation first and the mediation process has been exhausted.
 - If the Parties fail to settle the grievance at Step 2 of the Grievance Procedure and/or through the mediation process, the grievance may be referred to arbitration.
- 24.02 If the Parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration
- 24.03 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 24.04 If a notice of desire to arbitrate is served, the two Parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

- 24.05 If the Parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 24.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minster of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both Parties.
- 24.08 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 23 and 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator
- 24.10 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 24.11 The decision of the Arbitrator will be final and binding on the two Parties to the dispute and shall be applied forthwith.
- 24.12 The Parties will equally bear the expense of the Arbitrator.
- An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.
- 24.14 Selection of an Arbitrator will be as mutually agreed to by the Employer and the Union.

ARTICLE 25 - DISCHARGE, SUSPENSION, AND WARNING

- An employee may be cautioned, warned, suspended or discharged for proper cause by the Employer. Proper cause may include, but is not limited to, the refusal by an employee to abide by Safety Regulations; the use of illegal narcotics or alcohol; reporting for work while under the influence of such substances, or the possession of such substances while on the job site; the refusal by the employee to submit to a drug test when asked to do so on reasonable grounds; the refusal by the employee to abide by the requirements of the Employer's clients; or the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies, and practices. Suspension or discharge is subject to the Grievance procedure.
- 25.02 When the attitude, conduct, or performance of an employee calls for a warning by the Employer, such a warning shall be given by the foreman/supervisor in writing. The foreman/supervisor shall inform the Union Steward of the warning within twenty-four (24) hours. A copy of all written warnings shall be forwarded to the Union's regional office and to the employee so affected.
 - a) All verbal warnings shall remain in a workers file for one (1) year only, then destroyed

b) All written warnings shall remain in a workers file for one (1) year only, then destroyed.

ARTICLE 26 – DURATION

26.01	This Agreement is conditional on award of Project H353008 Package No.: CC003 by the Owner to the Employer on or before December 31, 2017. The Parties agree that the term of this Agreement, when executed, shall be in full force and effect from the date of "Notice to Proceed" by the Owner to the Employer until completion of this Project Package.								
26.02	The Parties agree to exclude the operation <i>Code</i> .	on of section 50(2) and 50(3) of the <i>Labour Relations</i>							
Dated at	Vancouver, B.C. thisday of	2017.							
SIGNED JOINT VE	on behalf of FRONTIER KEMPER-AECON ENTURE	SIGNED on behalf of POLY-PARTY UNION, i.e.: CSWU LOCAL 1611; IUOE LOCAL 115 and IBEW LOCAL 993							
	Authorized Representative	Authorized Representative							
	Authorized Representative	Authorized Representative							
	Authorized Representative	Authorized Representative							

PROJECT LABOUR AGREEMENT

BETWEEN

FRONTIER KEMPER-AECON JOINT VENTURE

AND

POLY-PARTY UNION

CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611 INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS', LOCAL 993

FOR

RIO TINTO KEMANO T2 PROJECT H353008

Package No.: CC003

APPENDIX "A"





Rio Tinto: Kemano T2 Project H353008 / CC003 Main Construction Package Industrial Relations and Project Labour Agreement Contracting

Company's Requirements Item 6.5 Industrial Relations and Project Labour Agreement





Rio Tinto: Kemano T2 Project H353008 / CC003 Main Construction Package Industrial Relations and Project Labour Agreement Contracting

The Contractor shall negotiate and enter into an industrial relations and labour agreement for the Project in accordance with the requirements of GC 63 Industrial Relations and Labour Harmony.

In developing its labour agreement, the Contractor should consider the following labour relations models:

- 1. Utilizing only building trades (closed shop);
- 2. Utilizing only open-shop (non-building trades);
- 3. Utilizing a combination of building trades and open shop (open managed site basis).

The labour relations model chosen by the Contractor must be one that best meets the Contractor's requirements to enable him to complete the Project, safely, expeditiously, efficiently and economically by ensuring fair and reasonable working conditions and preventing lockouts and strikes while ensuring quality and cooperation amongst the workforce.

The labour agreement shall, at a minimum, include the following:

- A commitment to complete the Works safely and in the most expeditious, efficient and economic manner;
- A commitment to establish "Zero Incidents" as the safety and environmental compliance philosophy;
- Recognition that the Project is to be a vehicle to provide direct economic benefits to the local communities and residents;
- A commitment to comply with the requirements of GC18 Local Suppliers;
- Agreement to establish and maintain harmony between the parties to the agreement and the ongoing operations of the Company;
- Agreement that the Project will be unaffected by any lockouts, strikes and labour disruptions;
- Agreement that the Project will not be negatively impacted by any labour disruption that could occur as a result of Unifor Local 231 (Kitimat Smelter and Kemano Operations) not entering into a new Collective Agreement prior to July 23, 2017;
- A provision that the term of the labour agreement shall cover the Works until Completion;
- Effective provisions to resolve grievances and disputes including jurisdictional disputes;
- · A provision for substance abuse testing;
- Be in compliance with the Contract.

The Contractor shall submit a draft copy of his Labour Agreement with his bid, and a fully executed copy of his final Labour Agreement within 2 weeks of the bid closing.

END OF SECTION

H353008-CC003-420-050-0001, Rev. 0

PROJECT LABOUR AGREEMENT

BETWEEN

FRONTIER KEMPER-AECON JOINT VENTURE

AND

POLY-PARTY UNION

CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611 INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS', LOCAL 993

FOR

RIO TINTO KEMANO T2 PROJECT H353008

Package No.: CC003

APPENDIX "B"

SCHEDULE "A" - INDUSTRIAL PROJECTS MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS

C	onstruction Craft Labourers	* April 1, 2016	May 1, 2017	† May 1, 2018	† April 1, 2019
٠	watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman	\$35.13	\$35.71	\$36.29	TBD
•	labourer , signalman, dumpman, swamper, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator	\$35.40	\$35.98	\$36.56	TBD
•	bobcat loader, instrument man - utility 1, caulked and cemented joint tile and pipelayer, manholer, concrete saw, heat fusion machine, jackhammer, and hydro broom (under 1,000 psi) (wet and dry)	\$35.68	\$36.26	\$36.84	TBD
٠	signalman hook-up, vibrator, instrument man - utility 2, fallers on clearing, hydro broom (over $1,000~\rm psi$) (wet and dry), and 6" vibrator (when used by hand)	\$35.95	\$36.53	\$37.11	TBD
•	first aid attendant level 2	\$36.06	\$36.64	\$37.22	TBD
•	first aid attendant level 2 with transportation endorsement	\$36.17	\$36.75	\$37.33	TBD
•	first aid attendant level 3	\$36.28	\$36.86	\$37.44	TBD
ě	concrete specialist	\$38.40	\$38.98	\$39.56	TBD
A	pprentice Labourers				
•	refer to Appendix "A" - Apprentice Labourer Program (particularly parts A and C	C)			
P	<u>remiums</u>				
•	foreman premium (payable over and above highest classification being supervised)	15%	15%	15%	15%
•	caisson premium (payable below twenty-five (25) feet)	\$0.50	\$0.50	\$0.50	\$0.50
•	swing stage premium (payable above twenty-five (25) feet)	\$0.40	\$0.40	\$0.40	\$0.40
•	helicopter premium (refer to Article 21.400)	25%	25%	25%	25%
•	annual vacation and statutory holiday pay	12%	12%	12%	12%

^{*} Wage rates effective from April 1, 2016 through April 30, 2017.

[†] A wage re-opener applies to both May 1, 2018 and April 1, 2019. Refer to the Agreement for details.

SCHEDULE "B" - UNDERGROUND PROJECTS MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS

C	construction Craft Labourers	* April 1, 2016	May 1, 2017	† May 1, 2018	† April 1, 2019
•	labourer	\$37.57	\$38.15	\$38.73	TBD
•	chucktender, switchman, trackman, skiptender, miner, timberman, powderman, form cleaner, form setter, tunnel maintenance (miner carrying out repairs to timbering, etc.), mucking machine operator, lhd operator, tram operator, raise miner, shaftman, shaft maintenance, clam man, and raise borer (robbins, dresser and similar types)	\$38.32	\$38.90	\$39.48	TBD
•	shaft leader	\$39.98	\$40.56	\$41.14	TBD
•	shaft boss	\$40.98	\$41.56	\$42.14	TBD
A	pprentice Labourers				
•	refer to Appendix "A" - Apprentice Labourer Program (particularly parts A and C	C)			
P	<u>remiums</u>				
•	safety miner premium (payable over and above otherwise applicable classification)	\$1.00	\$1.00	\$1.00	\$1.00
•	annual vacation and statutory holiday pay	12%	12%	12%	12%

^{*} Wage rates effective from April 1, 2016 through April 30, 2017.

[†] A wage re-opener applies to both May 1, 2018 and April 1, 2019. Refer to the Agreement for details.

SCHEDULE "F1.2" - INDUSTRIAL PROJECTS EFFECTIVE: EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS * JAN. 1, 2017 to APR. 30, 2017

EMPLOYER CONTRIBUTIONS: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
CSW Medical and Benefits	\$3.10	\$3.10	\$3.10
Pension Plan	\$0.00	\$1.65	\$3.30
CSW Medical and Benefit Plan of BC	\$3.10	\$4.75	\$6.40
Industry Funds: Contract Administration Fund Rehabilitation Plan Jurisdictional Assignment Plan BCBCBTU Fund	\$0.11	\$0.11	\$0.11
	\$0.02	\$0.02	\$0.02
	\$0.01	\$0.01	\$0.01
	\$0.01	\$0.01	\$0.01
Total: Straight Time Hours	\$3.25	\$4.90	\$6.55
Total: Time and One-Half Overtime Hours	\$4.875	\$7.35	\$9.825
Total: Double Time Overtime Hours	\$6.50	\$9.80	\$13.10
EMPLOYEE DEDUCTIONS: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Union Dues	\$0.90	\$0.90	\$0.90
CSW Training Society	\$0.35	\$0.35	\$0.35
BCYT Fund	\$0.10	\$0.10	\$0.10
Canadian Building Trades	\$0.01	\$0.01	\$0.01
Total: Straight Time Hours	\$1.36	\$1.36	\$1.36
Total: Time and One-Half Overtime Hours	\$2.04	\$2.04	\$2.04
Total: Double Time Overtime Hours	\$2.72	\$2.72	\$2.72
TOTAL MONTHLY REMITTANCES: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Total: Straight Time Hours Total: Time and One-Half Overtime Hours Total: Double Time Overtime Hours	\$4.61	\$6.26	\$7.91
	\$6.915	\$9.39	\$11.865
	\$9.22	\$12.52	\$15.82

^{*} This Schedule is effective from January 1, 2017 through April 30, 2017, unless otherwise altered as a result of a formally ratified BCBCBTU/CLR 2016-2019 industry bargaining OMS. Refer to the Agreement for details.

IBEW Project Labour Agreement Wage Rates Effective May 1, 2017 For Rio Tinto Kemano T2 Project H353008 Package CC003

	Percent of J/W Rate			Hol & Stat RRSP Pay		H&W		Ind. Funds		Total Package		
	J/ W Nate				гау						г	ackage
Journey Wire/Winder	100%	\$	42.39	\$	5.09	\$ 5.10	\$	2.50	\$	0.86	\$	55.94
A Foreman	120%	\$	50.87	\$	6.10	\$ 5.10	\$	2.50	\$	0.86	\$	65.43
B Foreman	112%	\$	47.48	\$	5.70	\$ 5.10	\$	2.50	\$	0.86	\$	61.63
General Foreman	130%	\$	55.11	\$	6.61	\$ 5.10	\$	2.50	\$	0.86	\$	70.18
Cable Splicer	112%	\$	47.48	\$	5.70	\$ 5.10	\$	2.50	\$	0.86	\$	61.63
Cable Splicer Foreman	120%	\$	50.87	\$	6.10	\$ 5.10	\$	2.50	\$	0.86	\$	65.43
Instrument Tech	100%	\$	42.39	\$	5.09	\$ 5.10	\$	2.50	\$	0.86	\$	55.94
Service Man	112%	\$	47.48	\$	5.70	\$ 5.10	\$	2.50	\$	0.86	\$	61.63
Pre-Apprentice Rates												
1st 6 months	40%	\$	16.96									
2nd 6 months	45%	\$	19.08									
Apprentice Rates												
Standard Jrny Wire	100%	\$	42.39	\$	5.09	\$ 5.10	\$	2.50	\$	0.86	\$	55.94
8th Term	90%	\$	38.15	\$	4.58	\$ 3.83	\$	2.50	\$	0.86	\$	49.92
7th Term	85%	\$	36.03	\$	4.32	\$ 3.83	\$	2.50	\$	0.86	\$	47.55
6th Term	80%	\$	33.91	\$	4.07	\$ 2.55	\$	2.50	\$	0.86	\$	43.89
5th Term	75%	\$	31.79	\$	3.82	\$ 2.55	\$	2.50	\$	0.86	\$	41.52
4th Term	70%	\$	29.67	\$	3.56	\$ 1.28	\$	2.50	\$	0.86	\$	37.87
3rd Term	65%	\$	27.55	\$	3.31	\$ 1.28	\$	2.50	\$	0.86	\$	35.50
2nd Term	60%	\$	25.43	\$	3.05	\$ -	\$	2.50	\$	0.86	\$	31.85
1st Term	55%	\$	23.31	\$	2.80	\$ -	\$	2.50	\$	0.86	\$	29.47

Crane Rental Agreement Schedule "A" - Rates of Pay

		01-Apr-16		01-May-17			01-May-18		
	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP
Group #1 - Crane Operato	r Rates - Co	nventional							
Under 20 Ton	41.51	4.98	46.49	42.31	5.08	47.39	43.12	5.17	48.29
20 - 50 Ton	42.37	5.08	47.45	43.17	5.18	48.35	43.98	5.28	49.26
51-99 Ton	42.85	5.14	47.99	43.65	5.24	48.89	44.46	5.34	49.80
100-149 Ton	43.32	5.20	48.52	44.12	5.29	49.41	44.93	5.39	50.32
150-199 Ton	43.81	5.26	49.07	44.61	5.35	49.96	45.42	5.45	50.87
200-249 Ton	44.30	5.32	49.62	45.10	5.41	50.51	45.91	5.51	51.42
250-299 Ton	44.74	5.37	50.11	45.54	5.46	51.00	46.35	5.56	51.91
300-349 Ton	46.37	5.56	51.93	47.17	5.66	52.83	47.98	5.76	53.74
350-300 Ton	48.00	5.76	53.76	48.80	5.86	54.66	49.61	5.95	55.56
400-449 Ton	49.60	5.95	55.55	50.40	6.05	56.45	51.21	6.15	57.36
450-499 Ton	51,21	6.15	57.36	52.01	6.24	58.25	52.82	6.34	59.16
Group #2 - Crane Operato	r Rates - Hy	draulic							
Under 20 Ton	40.45	4.85	45.30	41.25	4.95	46.20	42.06	5.05	47.11
20 - 50 Ton	41.33	4.96	46.29	42.13	5.06	47.19	42.94	5.15	48.09
51-99 Ton	41.80	5.02	46.82	42.60	5.11	47.71	43.41	5.21	48.62
100-149 Ton	42.29	5.07	47.36	43.09	5.17	48.26	43.90	5.27	49.17
150-199 Ton	42.77	5.13	47.90	43.57	5.23	48.80	44.38	5.33	49.71
200-249 Ton	43.57	5.23	48.80	44.37	5.32	49.69	45.18	5.42	50.60
250-299 Ton	44.37	5.32	49.69	45.17	5.42	50.59	45.98	5.52	51.50
300-349 Ton	45.97	5.52	51.49	46.77	5.61	52.38	47.58	5.71	53.29
350-300 Ton	47.54	5.70	53.24	48.34	5.80	54.14	49.15	5.90	55.05
400-449 Ton	49.14	5.90	55.04	49.94	5.99	55.93	50.75	6.09	56.84
450-499 Ton	50.73	6.09	56.82	51.53	6.18	57.71	52.34	6.28	58.62
Other Classifications									
Tower Cranes									
1. Over 10 Ton	41.57	4.99	46.56	42.37	5.08	47.45	43.18	5.18	48.36
2. Under 10 Ton	41.11	4.93	46.04	41.91	5.03	46.94	42.72	5.13	47.85
Tradesmen									
Welders, Mechanics, Electricians	41.08	4.93	46.01	41.88	5.03	46.91	42.69	5.12	47.81
Riggers	39.38	4.73	44.11	40.18	4.82	45.00	40.99	4.92	45.91
Drivers	39.14	4.70	43.84	39.94	4.79	44.73	40.75	4.89	45.64
Self-Erect Cranes and Man and Material Hoists	38.77	4.65	43.42	39.57	4.75	44.32	40.38	4.85	45.23
Other Rates									
Kangaroo 1500	41.57	4.99	46.56	42.37	5.08	47.45	43.18	5.18	48.36
Kangaroo 750	41.11	4.93	46.04	41.91	5.03	46.94	42.72	5.13	47.85
Derricks	39.38	4.73	44.11	40.18	4.82	45.00	40.99	4.92	45.91
Yardman	35.24	4.23	39.47	36.04	4.32	40.36	36,85	4.42	41.27

Crane Rental Agreement Schedule "A" - Rates of Pay

	01-Арг-16	01-May-17	01-May-18
Employer Contributions			
Benefits Plan	2.50	2.60	2.70
Pension Plan	6.25	6.25	6.25
IUOETA Local 115 Training	0.72	0.72	0.72
Association	0.72	0.72	0.72
Tool Allowance Fund	0.06	0.06	0.06
Rehabilitation Fund	0.02	0.02	0.02
Jurisdictional Assignment	0.01	0.01	0,01
Plan Fund	0.01	0.01	0.01
OE Advancement Fund	0.17	0.17	0.17
CLR Contract Administration	n/a	0.13	0.13
Fund*	11/4	0.13	0.13
Mobile Crane Owners	0,16	0.05	0.05
Association Fund*		0.03	0.03
BCBCBTU Fund	0.01	0.01	0.01
Total Employer	9.90	10.02	10.12
Contributions		10.02	10.12
Employee Deductions			
Working Dues	0.87	0.89	0.90
BCBT Fund	0.07	0.07	0.07
Canadian Building Trades	0.01	0.01	0.01
Fund	0.01	0.01	0.01
Coalition of BC BuildIng	0.02	0.02	0.03
Trades Fund	0.02	0.02	0.02
Total Employee	0.97	0.00	4.00
Deductions	0.97	0.99	1.00
Total Remittances			
Total Remittance ST	10.87	11.01	11.12
Total Remittance 1.5X	13.995	14.135	14.245
Total Remittance 2X	17.12	17.26	17.37

^{*}Prior to May 1, 2017, the CLR Contract Administration Fund (\$0.11) was combined with the Mobile Crane Owners Association Fund (\$0.05) for a total of (\$0.16) per hour.

GROUP 1	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Minimum Straight Time Hourly Wage Rate	38.77	39.47	40.17	41.05
Vacation and Statutory Holiday Pay (12%)	4.65	4.74	4.82	4.93
Employer Contributions:				
Union Benefit Plan	2.50	2.55	2.60	2.70
Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Package	53.23	54.09	54.97	55.83

- > Track Excavator (7 yards and up to 10 yards)
- > Shovels, all attachments (10 yards and up to 15 yards) (Apprentice/Trainee required)
- > Kangaroo Model 1500 (Trainee Required)
- > Operator required to operate with boom length over 130 feet shall have his regular hourly rate increased by twenty-five cents (\$0.25) per hour.
- > Front End Loaders and Scoop Trams, all types (10 yards and up to 15 yards)
- > Tower Cranes/Climbing Cranes (10 ton capacity and over)
- > Heavy Duty Mechanics, Welders, Mechanic Electrician, Bodyman Painters

GROUP 2	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Minimum Straight Time Hourly Wage Rate	38.34	39.04	39.74	40.62
Vacation and Statutory Holiday Pay (12%)	4.60	4.68	4.77	4.87
Employer Contributions:				
Union Benefit Plan	2.50	2.55	2.60	2.70
Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Package	52.75	53.60	54.49	55.34

- > Track Excavator (5 yards and up to 7 yards)
- > Shovels, all attachments (7 yards and up to 10 yards) (Apprentice/Trainee required)
- > Kangaroo Model 750
- > Front End Loaders and Scoop Trams, all types (7 yards and up to 10 yards)
- > Aerial Cableways
- > Whirley Type Gantry Cranes
- > Operator required to operate with boom length over 130 ft. shall have his regular hourly rate increased by fifty cents (\$0.50) per hour.
- > Tower Cranes/Climbing Cranes (up to 10 ton capacity)
- > Concrete Mixing Batch Plants (up to 250 cubic yards per hour) (Apprentice/Trainee required)

GROUP 3	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Minimum Straight Time Hourly Wage Rate	37.47	38.17	38.87	39.75
Vacation and Statutory Holiday Pay (12%)	4.50	4.58	4.66	4.77
Employer Contributions:				
Union Benefit Plan	2.50	2.55	2.60	2.70
Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Package	51.78	52.63	53.51	54.37

- > Track Excavator (3 yards and up to 5 yards)
- > Shovels, all attachments (up to 7 yards) (Apprentice/Trainee required)
- > Drill Doctors and Steel Sharpeners
- > Refrigeration Mechanics
- > Overhead and Front End Loaders, all types (5 yards and up to 7 yards)
- > Scoop Trams and similar equipment (under 7 yards)
- > Crawler Tractor D10
- > Telehandler

GROUP 4	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Minimum Straight Time Hourly Wage Rate	37.17	37.87	38.57	39.45
Vacation and Statutory Holiday Pay (12%)	4.46	4.54	4.63	4.73
Employer Contributions:				
Union Benefit Plan	2.50	2.55	2.60	2.70
Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Package	51.44	52.29	53.18	54.03

- > Overhead Cranes
- > Gantry Cranes
- > Travel Lift Drott 1000
- > Tireman (vulcanizing experience)
- > No Joint Concrete Casting Machines and similar types
- > Mixer Mobiles (Mixer and Hoist Combination)
- > Concrete Pumps with boom attachment (42 metres in length and over)

GROUP 5	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Minimum Straight Time Hourly Wage Rate	36.78	37.48	38.18	39.06
Vacation and Statutory Holiday Pay (12%)	4.41	4.50	4.58	4.69
Employer Contributions:				
Union Benefit Plan	2.50	2.55	2.60	2.70
Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Package	51.00	51.86	52.74	53.60

- > Ross Carrier
- > Gradalls
- > Crawler Tractors in Tandem (one operator)
- > Rubber Tire Scrapers, all types and sizes when used in tandem (one operator)
- > Rubber Tired Scrapers, all types (30 yards and over)
- > Track Excavator (under 3 yards)
- > Concrete Hopper Rail Car
- > Mobile Concrete Pump with Boom Attachment (under 42 metres in length)
- > Derricks
- > Overhead and Front End Loaders, all types (up to 5 yards)
- > Crawler Tractors D5, 6, 7, 8, 9 types
- > Graders and Motor Patrols
- > Rigger (Duties of the rigger are to include rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery

GROUP 6	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Minimum Straight Time Hourly Wage Rate	36.22	36.92	37.62	38.50
Vacation and Statutory Holiday Pay (12%)	4.35	4.43	4.51	4.62
Employer Contributions:				
Union Benefit Plan	2.50	2.55	2.60	2.70
Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Package	50.38	51.23	52.11	52.97

- > Dozer Compactor
- > Trenching Machines (Apprentice/Trainee required)
- > Rubber Tired Scrapers (under 30 yards)
- > Curbing Machine
- Concrete Spreaders or Finishing Machine Operators (all types and sizes)
- > Drills Quarry Master, Reich, Bucyrus Erie, Benoto and similar types
- > Mechanical Excavator (Mole)
- Screening and Washing Plants (75 yards per hour and over) (Apprentice/Trainee required)
- > Mucking Machines (Conway 101 types)

- > Drills Exploration (Cable, Core, Rotary, Churn and similar)
- > Stationary Engineer (Chief)
- > Hydraulic Backhoes (Tractor Mounted) (1/2 yard rated capacity and over)
- > Mechanical Tamping Machines, all types
- > Crusher Operator (Apprentice/Trainee required)
- > Jumbo Form Setter (power driven)
- > Air Tugger
- > Placo Operator
- > Ditch Witch
- > 4, 3, 2, 1 Drum Hoists
- > Construction Material and Man Hoist

GROUP 7	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Minimum Straight Time Hourly Wage Rate	35.70	36.40	37.10	37.98
Vacation and Statutory Holiday Pay (12%)	4.28	4.37	4.45	4.56
Employer Contributions:				
Union Benefit Plan	2.50	2.55	2.60	2.70
Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Package	49.79	50.65	51.53	52.39

- > Tree Farmer and similar type skidders
- > Concrete Paving Machines (Jaeger and Koehring and similar types)
- > Service Truck Operator
- > Cement Hogs
- > Heavy Duty Greaser and Serviceman
- > Fuller Kenyon
- > Mucking Machines (Eimco over Model 40)
- > Conveyor Belt and Conveyor Type Loaders (Barber Greene, Kolman and similar types)
- > Tire Serviceman
- > Hydraulic Slip Form Operator
- > Locomotives (Diesel, Gas, Steam, Electric)
- > Crawler Tractors D2, D3 and D4 types
- > Compressors (1000 cubic feet and over)

- > Hydra Hammers
- > Pumps (6" and over)
- > Compactors self propelled (other than on Asphalt Paving) (15 tons and over)
- > Stationary Engineers (Shift)
- > Crusher Topman
- > Concrete Mixer (1 yard and over)
- > Hydraulic Backhoe (Tractor Mounted) (under ½ yard rating)
- Screening and Washing Plants (portable types) (Apprentice/Trainee required)
- > Hiab and A-Frame Trucks and similar folding boom types
- > Line Concrete Pumps
- > Stinger and similar flat deck boom crane

GROUP 8	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Minimum Straight Time Hourly Wage Rate	31.01	31.71	32.41	33.29
Vacation and Statutory Holiday Pay (12%)	3.72	3.81	3.89	3.99
Employer Contributions:				
Union Benefit Plan	2.50	2.55	2.60	2.70
Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Package	44.54	45.40	46.28	47.13

- > Forklifts, Bullmoose, Hysters, similar type equipment
- > Elevator Operator
- > Skid Steer Loaders Bobcat and similar type (under 1 yards)
- > Mechanic Electrician Helper
- > Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 h.p. and under)
- > Oiler
- > Padman
- > Fireman
- > Mechanic's Helper
- > Compressor under 1,000 cubic feet
- > Compactors self propelled (other than on Asphalt Paving) (under 15 tons)
- > Pumps (under 6")
- > Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment
- > Assistant Driller

Schedule "C" shall apply to all industrial projects province wide.

* EMPLOYER CONTRIBUTIONS	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Union Benefit Plan	2.50	2.55	2.60	2.70
* Union Pension Plan	6.25	6.25	6.25	6.25
CLR Dues	0.11	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01
IUOETA Fund	0.68	0.68	0.73	0.73
Tool Allowance Fund	0.06	0.06	0.06	n/a
OE Advancement Fund	0.17	0.17	0.17	n/a
Total Employer Contributions	9.81	9.88	9.98	9.85
* EMPLOYEE DEDUCTIONS	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Working Dues	0.78	0.79	0.80	0.82
BCBT Fund	0.10	0.10	0.10	0.10
Canadian Building Trades	0.01	0.01	0.01	0.01
Coalition of BC Building Trades	0.02	0.02	0.02	0.02
Tool Allowance Fund	n/a	n/a	n/a	0.06
OE Advancement Fund	n/a	n/a	n/a	0.17
Total Employee Deductions	0.91	0.92	0.93	1.18
Total Employer Hourly Remittances	April 1, 2016 EXPIRY	May 1, 2017	May 1, 2018	April 1, 2019
Straight Time Hours	10.72	10.80	10.91	11.03
1.5x Overtime Hours	13.845	13.925	14.035	14.155
2.0x Overtime Hours	16.97	17.05	17.16	17.28

^{*} Employer contributions to the Pension Plan are payable on the basis of "hours earned". All other Employer contributions and employee deductions are payable on the basis of "hours worked".

^{*} Employer contributions to the Pension Plan will be pro-rated for Trainees/Apprentices based on the corresponding percentage of their classification.