

# **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**

**July 2017**

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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) Kemano T2 Project H353008 Package No.: CC003 (Project) in British Columbia. Accordingly, Frontier Kemper-Aecon Joint Venture (Employer) deems it appropriate to include the following Project documents with this Agreement, namely:
    - i. Company's Requirements Item 6.5 - Industrial Relations and Labour Harmony is incorporated as Appendix "A" to this Agreement; and
    - ii. Company's Requirements Item 6.12 - Regional Economic Development (RED) Requirements for Contractors is incorporated as Appendix "B" to this Agreement. This inclusion is to ensure compliance with the Owner's RED commitments and obligations.
  - b) to acknowledge and recognize that this Agreement will not in any way attach or apply to the Owner, or its Project Manager.
  - c) to recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
  - d) to provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
  - e) to establish an equitable system for the transfer, layoff and recall of employees;
  - f) to establish a just and prompt procedure for the disposition of grievances;
  - g) 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 Employer 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.
- 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 Kitimaat 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 provided any such negotiations do not slowdown or otherwise delay the construction schedule.
- 3.03 Existing rights and privileges established under this Collective Agreement shall remain in effect for the duration of this Agreement.

### **ARTICLE 4 - EMPLOYER'S RIGHTS**

- 4.01 Given that this Project is being carried out on an open managed site basis, neither the Union, nor any Employee shall refuse to perform work on the basis that other work is being performed on the Project, or in support of the Project, by persons who are not members of a particular union, or who are not associated with a particular Union, or have no union affiliation whatsoever. Furthermore, 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;
- g) Organization;
- h) Promotion, demotion, layoff and discharge of employees, for just cause;
- i) Maintenance of order, discipline and efficiency;
- j) Employee training and training program selection.

4.02 In the event that supplies, material, equipment, components, skid mounted equipment, pre-assembled units, pre-cast units, and/or large modularized components are purchased for the Project from any worldwide supplier regardless of their source, or the union or non-union status of persons involved in the manufacture, assembly or delivery, the Union is to accept and agree that:

- a) said purchases will be installed in accordance with plans and specifications furnished with each individual shipment.
- b) Neither the Union nor any Employee is to:
  - i. Refuse handling or installing any of the items referred to in this Article; and
  - ii. Honour "hot" or unfair cargo declarations.
- c) The Union shall respect the "first drop principle" in cases of supply or delivery of goods to the Project.

**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 "C" 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.
- 6.04 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. The Union and the Employer agree that up to fifty percent (50%) of Employees from the Union may be 'name hired' by the Employer. Any non-member of the Union shall make application for membership within thirty (30) days of hire.
- 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.
- 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 as well as Appendix A and Appendix B.
- 7.07 The Parties to this Agreement will recognize the need to prioritize employment of local residents consistent with Article 2.08, Appendix A and Appendix B 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 15<sup>th</sup> 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 “C” attached hereto and made a part hereof.

9.02 Should a classification and rate other than as set forth in Appendix “C” 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.

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.

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, Pension 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 or fourteen (14) days on, followed by seven (7) days off .

b) **Work Week**: 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 and one half (6.5) hours pay at an Employee's straight time hourly rate of pay and three and one half (3.5) 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 "C" 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 one and three quarters (1.75) times 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.

10.05 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.

10.07 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 “C”, 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**

13.01 Employees shall be entitled to holiday pay as set out in Appendix “C”, 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 one and three quarters (1.75) time pay.

**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 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:
  - i. Checking in at the RTA Marine Transport dock at least one-half hour prior to scheduled departure.
  - ii. Initial travel by RTA Marine Shuttle to the T2 dock.
  - iii. Transport to and from RTA Marine transport dock to the T2 Camp.
  - iv. Check-in and out at T2 camp.
  - v. 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.

- a) 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.
- b) Local Residents who live within one-hundred (100) kilometers of the RTA Marine Transport site at Kitimat will not be receive a travel allowance.
- c) 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.
  - d) 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.
  - e) 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 or fourteen (14) calendar days on and seven (7) 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 a Joint Administrative Committee will be established by mutual agreement between the Union and the Employer to 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;
  - c) 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 this 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.
- 15.02 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.
- 16.03 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.
- 16.04 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 **Light Duty Work Programs:** 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 "C".

**ARTICLE 18 - Pension:** Refer to Appendix "C".

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

**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 or by the Employer at its discretion.

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.



- 22.02 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.
- 22.03 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.
- 23.05 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.
- 23.06 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 grievors 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 grievor 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.

24.06 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 Minister 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.

24.09 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.
- 24.13 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**

- 25.01 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 of section 50(2) and 50(3) of the *Labour Relations Code*.

#### **ARTICLE 27 - DRUG & ALCOHOL POLICY**

- 27.01 The Union and the Employer agree to adopt the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy as outlined in Appendix "D".

**SIGNATURE PAGE**

Dated at Vancouver, B.C. this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

SIGNED **on behalf of** FRONTIER KEMPER-AECON  
JOINT VENTURE

SIGNED **on behalf of** POLY-PARTY UNION, i.e.:  
CSWU LOCAL 1611; IUOE LOCAL 115 and IBEW  
LOCAL 993

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Authorized Representative

Authorized Representative

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Authorized Representative

Authorized Representative

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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"**

**July 2017**

## **Company's Requirements Item 6.5**

### **Industrial Relations and Project Labour Agreement**

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**

# **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"**

**July 2017**



## Company Requirements Item 6.12

# Regional Economic Development (RED) Requirements for Contractors

**H353008-00000-311-050-0004**

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### *List of Attachments*

#### **Attachment 1 List of Local Business Entities**

## 1. Overview

Rio Tinto is committed to supporting local communities through its operations, projects and community investment programs. As part of this commitment, Rio Tinto implements a Regional Economic Development (RED) program for its projects and within its ongoing operations.

The purpose of RED is to contribute to long-term regional development and job creation through business-led initiatives, focusing on sectors where the region can demonstrate a sustainable competitive advantage. Rio Tinto's BC Works prioritizes First Nations and communities in its operating area and makes significant efforts to maximize local and regional involvement within its supply and projects and ongoing operations.

With this focus, Rio Tinto and the Kemano T2 Project (the **Project**) are strongly committed to the inclusion, development and support of First Nations, local and regional communities through RED opportunities as part of the Project.

The Contractor has committed to support the RED program.

### 1.1 First Nations Priority

The Contractor must prioritize First Nations involvement in performing the scope of works under the Contract, based on the information outlined in this document.

As a priority, an emphasis must be placed on subcontracting with First Nation businesses and employing First Nation community members in performing the scope of works under the Contract. First Nations whose traditional territories are located within the vicinity of the Project area include:

- Haisla Nation
- Cheslatta Carrier Nation
- Skin Tyee Nation
- Nee Tahi Buhn Band
- Wet'suwet'en First Nation.

In addition to prioritizing First Nations as part of subcontracting and employment in performing the scope of works under the Contract, the MCW Contractor shall implement the following specific requirements:

- Cheslatta Nation businesses and community members must be given priority through direct negotiations for work that is to be performed respectively, in relation to the T2 Intake works, road maintenance and snow removal, subject to demonstrating competitiveness, meeting Rio Tinto HSE requirements, having capacity to perform the scope of work and meet Rio Tinto operational requirements △<sub>2</sub>
- Haisla Nation businesses and community members must be given priority through direct negotiations for the provision of camp related services in Kemano and Horetzky areas, subject to demonstrating competitiveness, meeting Rio Tinto HSE requirements, having capacity to perform the scope of work and meet Rio Tinto operational requirements. △<sub>2</sub>

The Contractor shall exercise, in good faith and encourage, subject to all hiring policies, laws and contractual obligations, the employment of First Nations and subcontracting of First Nations businesses in performing the scope of work under the Contract. Notwithstanding the above, the Contractor shall actively promote and seek the hiring of First Nations at the jobsite during the work being performed through the Contract. △<sub>2</sub>

At regular intervals nominated by the Company Representative, the Contractor will provide written evidence (to the reasonable satisfaction of the Company Representative) of efforts made to hire labor from and subcontract with the First Nations identified above. △<sub>2</sub>

## 1.2 Local and Contracting and Employment △<sub>2</sub>

Where subcontracting with and employment of First Nations businesses and individuals is not possible as a first priority, the Contractor will be required, to the extent possible, to provide and use local and regional subcontractors, services and locally acquired or rented materials, equipment and facilities. For local and regional businesses and individuals (non-First Nation), Rio Tinto defines the focus areas as follows, in order of preference:

Zone	Description
Zone 1 – Priority area	Watershed area, defined as the geographic areas between Hazelton B.C. and Prince George, BC. Communities included are: Hazelton Smithers Telkwa Houston Burns Lake and Southside region Lakes District Vanderhoof Prince George
Zone 2 - Priority area	Kitimat, Terrace and Kitamaat Village
Zone 3	Remainder of BC
Zone 4	Canada and all other areas where Rio Tinto operates



Figure 1-1: Local and regional priority areas

The Contractor shall exercise, in good faith and encourage, subject to all hiring policies, laws and contractual obligations, the employment of local individuals and subcontracting of local businesses in performing the scope of work under the Contract. Notwithstanding the above, the Contractor shall actively promote and seek the hiring of local workers at the jobsite during the work being performed through the Contract.

2

At regular intervals nominated by the Company Representative, the Contractor will provide written evidence (to the reasonable satisfaction of the Company Representative) of efforts made to hire labor from the local areas and subcontract with local businesses, as prioritized above.

2

## 2. Commitment to RED

2

The Contractor shall make every effort to maximize First Nation and local/regional businesses involvement and employ First Nations and local/regional workforce during the performance of the Contract as stipulated in Section 1.1 and Section 1.2 above. This will include the involvement of subcontractors, acquiring rented materials and equipment, transportation and facilities within reasonable cost, to produce the quality and quantity of work and materials required by the Contract, within the time or times required by the Contract.

2

Contractor's local and regional strategy shall include:

2

2

- Identification of a strategy to meet Rio Tinto's requirements to maximize First Nations involvement, as a priority, in the Project, including the location specific requirements listed in Section 1.1 above
- Strategy to provide training to First Nations, local and regional subcontractors, leading up to and during the performance of work, including proposing a minimum of five positions suitable for apprenticeship or internship opportunities in delivering the scope of work under the Contract
- Identification of local subcontractors, locally acquired rented materials, equipment and facilities, that the Contractor intends to engage in performing the scope of work under the Contract
- Labor plan to engage local workforce in performing the scope of work under the Contract, (including training as mentioned above)
- Acknowledgement of the reporting requirements as listed above.

2

Further elaboration of the Contractor's commitment to RED is provided in Schedule W.

2

### 3. Facilitation of Regional Economic Development Opportunities

Rio Tinto is committed to supporting Contractors with the development of Regional Economic Development opportunities by: △<sub>2</sub>

- Providing a list of local companies who may be able to support the implementation of work and materials required under the Contract. While Rio Tinto will provide the list, Contractor is solely responsible for ensuring the accuracy of the list and for contacting companies on the list for the purposes of developing a bid and implementing the work. △<sub>2</sub>
- Facilitating a meeting between Rio Tinto's Regional Economic Development team and the Contractor to assist in the facilitation of collaborative relationship for the purposes of developing a bid. △<sub>2</sub>

Support may also be available to the Contractor through the course of implementing the scope of the Contract; with the overall goal of ensuring regional economic development opportunities are maximized. This support may include: △<sub>2</sub>

- Facilitate engagement with First Nations' employment coordinators to maximize First Nations involvement in project employment and subcontracting
- Facilitate contact with local economic and employment agencies for the purposes of maximizing the involvement of local businesses and individuals in the Project
- Assistance in understanding the requirements to work within the Project Labor Agreement (PLA) which includes the implementation of a local first hiring practice
- Assistance with development and implementation of training initiatives to increase local/regional employment and capacity development, including apprenticeship programs
- Provision of updated business contact information
- Feedback on monthly reporting.

## **Attachment 1**

### **List of Local Business Entities**



## A.1 Marine Services – Boat Transport

- Cheslatta Carrier Nation/Grassy Plains BC
- Haisla Progressive Ventures
- Europa Marine
- Burns Lake Native Development Corporation
- West Coast Launch Ltd.
- HaiSea Marine Services Ltd.
- ~~Snow Valley Marine Services~~
- Wainwright Marine Services
- Westcoast Tug & Barges
- North Arm Transportation
- Gateway Shipping and Transport
- Orca Spirit Marine Services
- Inlet Express Services Ltd.
- Kitimaat Village Council
- Almwood Contracting Ltd.

2

## A.2 Marine Services – Barging

- Formula Contractors – Prince George
- West Coast Launch Ltd.
- HaiSea Marine Services
- ~~Snow Valley Marine Services~~
- Wainwright Marine Services
- Westcoast Tug & Barges
- North Arm Transportation
- Cheslatta Carrier Nation/Grass Plains BC
- Western Stevedoring
- QSL - Quebec Stevedoring Company Ltd.

2

## **A.3 Environmental monitoring**

- All North
- Avison Management Services Ltd.
- Ecofish
- McElhanney
- EDI Consulting
- Kesgwut Resource Management
- Enviro Pro Environmental
- DWB Consulting
- Orca Spirit Marine Services.

## **A.4 Civil work - Road maintenance**

- Western Industrial Contractors
- Grant Conlon Trucking Ltd.
- M4 Enterprises
- Bear Creek Group
- Western Industrial Contractors
- IDL Projects.

## **A.5 Civil work – snow clearing**

- Outrider Contracting Ltd.
- JL's Excavating Ltd.

## **A.6 Civil work – laydown areas**

- Formula Contractors – Prince George
- Taurus Project Group Inc.
- IDL Projects
- RSK Kitimat
- Daudet Creek/J. Oviatt Contracting Ltd.
- M4 Enterprises

- BID Construction
- Focus Corporation/WSP
- Nechako Construction
- DWB Consulting
- Radley Contracting
- TLC Solutions Inc.
- ESS JV Haisla
- Progressive Ventures JV Hysla
- Cheslatta Carrier Nation/Grassy Plains BC
- All North
- Helix Seismic Exploration
- Ledcor
- Keller Canada
- Big Dog Construction
- SIMS Contracting
- Power Pro Industries Inc.
- Blast Pro Construction.

## **A.7 Camp services – supply**

- Redrock Camps Inc.
- Summit Catering Ltd.
- Britco
- Matrix
- First Pac West
- Morris Group Ltd.
- Falcon Camp Services
- Central Interior
- Atco JV Hysla

- Anthon Industries Ltd.
- Bear Creek Group
- Horizon North Logistics Inc.
- William Scotsman
- Daudet Creek/J. Oviatt Contracting Ltd.

## **A.8 Site services – Catering**

- Summit Catering Ltd.
- William Scotsman
- Atco JV Hysla
- Central Interior Catering & Consulting Ltd.
- Rob's Camp Catering.

## **A.9 Site Services – Waste Services/removal/disposal**

- Grant Conlon Trucking Ltd.
- BK Woods & Water Supplies Ltd.
- Northlands Water & Sewer Supply
- Napier Reid
- Pureworld Solutions
- Novatech Equipment Sales.

## **A.10 Site Services – Potable Water**

- Bi Pure Water
- Napier Reid
- Pureworld Solutions.

## **A.11 Aggregate Sourcing**

- Spring Creek Aggregates
- JL's Excavating Ltd.
- M4 Enterprises Ltd.

## **A.12 Hazardous Waste Removal**

- Northwest Vac Truck Services
- Extraction Waste Management Ltd.

## **A.13 Transportation – Road Transport/Shuttle Service**

- Grant Conlon Trucking Ltd.
- Ron King Trucking
- West Coast Launch Ltd.

# **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 "C"**

**July 2017**

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**SCHEDULE "A" RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**
**MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS**


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<u>Construction Craft Labourers</u>	*May 1, 2017	*May 1, 2018	*May 1, 2019	*April 30, 2020
• watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman	\$35.71	TBD	TBD	TBD
• <b>labourer</b> , signalman, dumpman, swam per, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator	<b>\$35.98</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
• 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)	\$36.26	TBD	TBD	TBD
• signalman hook-up, vibrator, instrument man-utility 2, fallers on clearing, hydro broom (over 1,000 psi) (wet and dry), and 6" vibrator (when used by hand)	\$36.53	TBD	TBD	TBD
• first aid attendant level 2	\$36.64	TBD	TBD	TBD
• first aid attendant level 2 (with transportation endorsement)	\$36.75	TBD	TBD	TBD
• first aid attendant level 3	\$36.86	TBD	TBD	TBD
• concrete specialist	\$38.98	TBD	TBD	TBD
<b><u>Apprentice Labourers</u></b>				
• refer to Appendix "A" - Apprentice Labourer Program (particularly parts A and C)				
<b><u>Premiums</u></b>				
• foreman premium (payable over and above highest classification being supervised)	15%	TBD	TBD	TBD
• caisson premium (payable below twenty-five (25) feet)	\$0.50	TBD	TBD	TBD
• swing stage premium (payable above twenty-five (25) feet)	\$0.40	TBD	TBD	TBD
• helicopter premium (refer to Article 21.400)	25%	TBD	TBD	TBD
• annual vacation and statutory holiday pay	12%	TBD	TBD	TBD

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

**SCHEDULE “B” RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**

**MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS**

<u>Construction Craft Labourers</u>	*May 1, 2017	†May 1, 2018	†May 1, 2019	†April 30, 2020
• labourer	\$38.15	TBD	TBD	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)	\$38.90	TBD	TBD	TBD
• shaft leader	\$40.56	TBD	TBD	TBD
• shaft boss	\$41.56	TBD	TBD	TBD
<b><u>Apprentice Labourers</u></b>				
• refer to Appendix “A” - Apprentice Labourer Program (particularly parts A and C)				
<b><u>Premiums</u></b>				
• safety miner premium (payable over and above highest classification being supervised)	\$1.00	TBD	TBD	TBD
• annual vacation and statutory holiday pay	12%	TBD	TBD	TBD

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.



**SCHEDULE "F1.2" RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003  
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

**EFFECTIVE:  
\*MAY 1, 2017 TO APRIL 30, 2020**

<b>EMPLOYER CONTRIBUTIONS (CALCULATED ON HOURS WORKED)</b>	<b>Apprentices at: Less than \$18.50/ hr</b>	<b>Apprentices at: \$18.50/ hr or more</b>	<b>All Other Classifications</b>
CSW Medical and Benefits Pension Plan	\$3.10	\$3.10 \$1.65	\$3.10 \$3.30
CSW Medical and Benefits Pension Plan of BC	\$3.10	\$4.75	\$6.40
<u>Industry Funds:</u>			
Contract Administration Fund	\$0.00	\$0.00	\$0.00
Rehabilitation Plan	\$0.02	\$0.02	\$0.02
Jurisdictional Assignment Plan	\$0.01	\$0.01	\$0.01
BCBCBTU Fund	\$0.00	\$0.00	\$0.00
<b>TOTAL: Straight Time Hours</b>	<b>\$3.13</b>	<b>\$4.78</b>	<b>\$6.43</b>
<b>TOTAL: Time and One-half Overtime Hours</b>	<b>\$3.13</b>	<b>\$4.78</b>	<b>\$6.43</b>
<b>TOTAL: Double Time Overtime Hours</b>	<b>\$3.13</b>	<b>\$4.78</b>	<b>\$6.43</b>
<b>EMPLOYEE DEDUCTIONS (CALCULATED ON HOURS WORKED)</b>	<b>Apprentices at: Less than \$18.50/ hr</b>	<b>Apprentices at: \$18.50/ hr or more</b>	<b>All Other Classifications</b>
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
<b>TOTAL: Straight Time Hours</b>	<b>\$1.36</b>	<b>\$1.36</b>	<b>\$1.36</b>
<b>TOTAL: Time and One-half Overtime Hours</b>	<b>\$1.36</b>	<b>\$1.36</b>	<b>\$1.36</b>
<b>TOTAL: Double Time Overtime Hours</b>	<b>\$1.36</b>	<b>\$1.36</b>	<b>\$1.36</b>
<b>TOTAL MONTHLY REMITTANCES: (CALCULATED ON HOURS WORKED)</b>	<b>Apprentices at: Less than \$18.50/ hr</b>	<b>Apprentices at: \$18.50/ hr or more</b>	<b>All Other Classifications</b>
<b>TOTAL: Straight Time Hours</b>	<b>\$4.49</b>	<b>\$6.14</b>	<b>\$7.79</b>
<b>TOTAL: Time and One-half Overtime Hours</b>	<b>\$4.49</b>	<b>\$6.14</b>	<b>\$7.79</b>
<b>TOTAL: Double Time Overtime Hours</b>	<b>\$4.49</b>	<b>\$6.14</b>	<b>\$7.79</b>

\* This Schedule is effective from May 1, 2017 through April 30, 2020.

**IBEW Project Labour Agreement Wage Rates (Calculated on Hours Worked)**  
**Effective May 1, 2017\*\***  
**For Rio Tinto Kemano T2 Project H353008 Package CC003**

	<b>Percent of J/W Rate</b>	<b>Wage Rate</b>	<b>Hol &amp; Stat Pay</b>	<b>RRSP</b>	<b>H&amp;W</b>	<b>Ind. Funds</b>	<b>Total Package</b>
<b>Journey Wire/Winder</b>	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
<b>Pre-Apprentice Rates</b>							
1st 6 months	40%	\$16.96					
2nd 6 months	45%	\$19.08					
<b>Apprentice Rates</b>							
<b>Standard Journey Wire</b>	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	\$0.00	\$2.50	\$0.86	\$31.85
1st Term	55%	\$23.31	\$2.80	\$0.00	\$2.50	\$0.86	\$29.47

\* Wage rates effective from May 1, 2017 through April 30, 2018.

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**Crane Rental Agreement**  
**SCHEDULE "A" RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**  
**(Calculated on Hours Worked)**

	May 1, 2017			May 1, 2018			May 1, 2019			April 30, 2020		
	Wages	HolPay 12%	Wages & HP	Wages	HolPay 12%	Wages & HP	Wages	HolPay 12%	Wages & HP	Wages	HolPay 12%	Wages & HP
<b>Group #1: Crane Operator Rates - Conventional</b>												
Under 20 Ton	\$42.31	\$5.08	\$47.39	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
020 - 050 Ton	\$43.17	\$5.18	\$48.35	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
051 - 099 Ton	\$43.65	\$5.24	\$48.89	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
100 - 149 Ton	\$44.12	\$5.29	\$49.41	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
150 - 199 Ton	\$44.61	\$5.35	\$49.96	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
200 - 249 Ton	\$45.10	\$5.41	\$50.51	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
250 - 299 Ton	\$45.54	\$5.46	\$51.00	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
300 - 349 Ton	\$47.17	\$5.66	\$52.83	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
350 - 399 Ton	\$48.80	\$5.86	\$54.66	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
400 - 449 Ton	\$50.40	\$6.05	\$56.45	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
450 - 499 Ton	\$52.01	\$6.24	\$58.25	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>Group #2: Crane Operator Rates - Hydraulic</b>												
Under 20 Ton	\$41.25	\$4.95	\$46.20	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
020 - 050 Ton	\$42.13	\$5.06	\$47.19	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
051 - 099 Ton	\$42.60	\$5.11	\$47.71	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
100 - 149 Ton	\$43.09	\$5.17	\$48.26	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
150 - 199 Ton	\$43.57	\$5.23	\$48.80	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
200 - 249 Ton	\$44.37	\$5.32	\$49.69	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
250 - 299 Ton	\$45.17	\$5.42	\$50.59	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
300 - 349 Ton	\$46.77	\$5.61	\$52.38	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
350 - 399 Ton	\$48.34	\$5.80	\$54.14	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
400 - 449 Ton	\$49.94	\$5.99	\$55.93	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
450 - 499 Ton	\$51.53	\$6.18	\$57.71	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>Other Classifications</b>												
Over 10 Ton	\$42.37	\$5.08	\$47.45	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Under 10 Ton	\$41.91	\$5.03	\$46.94	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>Tradesmen</b>												
Welders, Mechanics, Electricians	\$41.88	\$5.03	\$46.91	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Riggers	\$40.18	\$4.82	\$45.00	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Drivers	\$39.94	\$4.79	\$44.73	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Self-Erect Cranes, Man & Material Hoists	\$39.57	\$4.75	\$44.32	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>Other Rates</b>												
Kangaroo 1500	\$42.37	\$5.08	\$47.95	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Kangaroo 750	\$41.91	\$5.03	\$46.94	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Derricks	\$40.18	\$4.82	\$45.00	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Yardman	\$36.04	\$4.32	\$40.36	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

**Crane Rental Agreement**  
**Schedule "A" RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**  
**(Calculated on Hours Worked)**

	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
<b>Employer Contributions</b>				
Benefits Plan	\$2.60	TBD	TBD	TBD
Pension Plan	\$6.25	TBD	TBD	TBD
IUOETA Local115 Training Association	\$0.72	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
Jurisdictional Alignment Fund	\$0.01	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
CLR Contract Administration Fund	\$0.00	TBD	TBD	TBD
Mobile Crane Owners Association Fund <sup>o</sup>	\$0.05	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
<b>TOTAL EMPLOYER CONTRIBUTIONS</b>	<b>\$9.88</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
<b>Employee Deductions</b>				
Working Dues	\$0.89			
BCBT Fund	\$0.07			
Canadian Building Trades Fund	\$0.01			
Coalition of BC Building Trades Fund	\$0.02			
<b>TOTAL EMPLOYER DEDUCTIONS</b>	<b>\$0.99</b>			
<b>Total Remittances</b>				
Total Remittance ST	\$10.87			
Total Remittance 1.5X	\$10.87			
Total Remittance 2.0X	\$10.87			
* Wage rates effective from May 1, 2017 through April 30, 2018.				
† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.				

**OE HEAVY CONSTRUCTION**

**SCHEDULE "A2"**

**RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**

**GROUP 1**

<b>GROUP 1</b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Minimum Straight Time Hourly Wage Rate	\$39.47	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (12%)	\$4.74			
<b>EMPLOYER CONTRIBUTIONS:</b>				
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL PACKAGE</b>	<b>\$53.95</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

- 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 regularly 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.

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

**OE HEAVY CONSTRUCTION**

**SCHEDULE "A2"**

**RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**

**GROUP 2**

<b>GROUP 2</b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Minimum Straight Time Hourly Wage Rate	\$39.04	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (12%)	\$4.68			
<b>EMPLOYER CONTRIBUTIONS:</b>				
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL PACKAGE</b>	<b>\$53.46</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

- 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 feet shall have his regularly 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).

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

**OE HEAVY CONSTRUCTION**

**SCHEDULE "A2"**

**RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**

**GROUP 3**

<b>GROUP 3</b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Minimum Straight Time Hourly Wage Rate	\$38.17	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (12%)	\$4.58			
<b>EMPLOYER CONTRIBUTIONS:</b>				
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL PACKAGE</b>	<b>\$52.49</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

- 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.

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

GROUP 4	*May 1, 2017	'May 1, 2018	'May 1, 2019	'April 30, 2020
Minimum Straight Time Hourly Wage Rate	\$37.87	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (12%)	\$4.54			
<b>EMPLOYER CONTRIBUTIONS:</b>				
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL PACKAGE</b>	<b>\$52.15</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
<ul style="list-style-type: none"> <li>➤ Overhead Cranes.</li> <li>➤ Gantry Cranes.</li> <li>➤ Travel Lift Drott 1000.</li> <li>➤ Tireman - vulcanizing experience.</li> <li>➤ No Joint Concrete Casting Machines and similar types.</li> <li>➤ Mixer Mobiles - Mixer and Hoist Combination.</li> <li>➤ Concrete Pumps and Boom Attachment - 42 metres in length and over.</li> </ul> <p>* Wage rates effective from May 1, 2017 through April 30, 2018.</p> <p>† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.</p>				



**OE HEAVY CONSTRUCTION**

**SCHEDULE "A2"**

**RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**

**GROUP 5**

<b>GROUP 5</b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Minimum Straight Time Hourly Wage Rate	\$37.48	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (12%)	\$4.50			
<b>EMPLOYER CONTRIBUTIONS:</b>				
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL PACKAGE</b>	<b>\$51.72</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

- 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, D6, D7, D8, D9 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.

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

GROUP 6	*May 1, 2017	'May 1, 2018	'May 1, 2019	'April 30, 2020
Minimum Straight Time Hourly Wage Rate	\$36.92	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (12%)	\$4.43			
<b>EMPLOYER CONTRIBUTIONS:</b>				
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL PACKAGE</b>	<b>\$51.09</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
<ul style="list-style-type: none"> <li>➤ Dozer Compactor.</li> <li>➤ Trenching Machines (Apprentice/Trainee required).</li> <li>➤ Rubber Tired Scrapers - under 30 yards.</li> <li>➤ Curbing Machine.</li> <li>➤ Concrete Spreaders or Finishing Machine Operators (all types and sizes).</li> <li>➤ Drills: Quarry Master, Reich, Bucyrus Erie, Benoto and similar types.</li> <li>➤ Mechanical Excavator (Mole)</li> <li>➤ Screening and Washing Plants - 75 yards per hour and over (Apprentice/Trainee required).</li> <li>➤ Mucking Machines (Conway 101 types).</li> <li>➤ 4, 3, 2, 1 Drum Hoists.</li> <li>➤ Drills: Exploration: Cable, Core, Rotary, Churn and similar.</li> <li>➤ Stationary Engineer (Chief).</li> <li>➤ Hydraulic Backhoes - Tractor Mounted (½ yard rated capacity and over).</li> <li>➤ Mechanical Tamping Machines, all types.</li> <li>➤ Crusher Operator (Apprentice/Trainee required).</li> <li>➤ Jumbo Form Setter - power driven.</li> <li>➤ Air Tugger.</li> <li>➤ Placo Operator.</li> <li>➤ Ditch Witch.</li> <li>➤ Construction Material and Man Hoist.</li> </ul> <p>* Wage rates effective from May 1, 2017 through April 30, 2018.</p> <p>† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.</p>				

**OE HEAVY CONSTRUCTION**

**SCHEDULE "A2"**

**RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**

**GROUP 7**

<b>GROUP 7</b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Minimum Straight Time Hourly Wage Rate	\$36.40	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (12%)	\$4.37			
<b>EMPLOYER CONTRIBUTIONS:</b>				
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL PACKAGE</b>	<b>\$50.51</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

- 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 and Electric.
- Crawler Tractors D2, D3 and D4 types.
- 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.
- Compressors: 1000 cubic feet and over.

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

**OE HEAVY CONSTRUCTION**

**SCHEDULE "A2"**

**RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**

**GROUP 8**

<b>GROUP 8</b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Minimum Straight Time Hourly Wage Rate	\$31.71	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (12%)	\$3.81			
<b>EMPLOYER CONTRIBUTIONS:</b>				
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL PACKAGE</b>	<b>\$45.26</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

- Forklifts, Bullmoose, Hysters, similar type equipment.
- Elevator Operator.
- Skid Steer Loaders - Bobcat and similar type (under 1 yard).
- 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.

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

**OE HEAVY CONSTRUCTION**  
**RIO TINTO KEMANO T2 PROJECT H353008 Package No.: CC003**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

**SCHEDULE "C"**

**ALL GROUPS**

<b>EMPLOYER CONTRIBUTIONS<sup>o</sup></b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Union Benefit Plan	\$2.55	TBD	TBD	TBD
Union Pension Plan	\$6.25	TBD	TBD	TBD
CLR Dues	\$0.00	TBD	TBD	TBD
Rehabilitation Fund	\$0.02	TBD	TBD	TBD
JA Plan	\$0.01	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
IUOETA Fund	\$0.68	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
<b>TOTAL EMPLOYER CONTRIBUTIONS</b>	<b>\$9.74</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
<b>EMPLOYEE DEDUCTIONS<sup>o</sup></b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Working Dues	\$0.79	TBD	TBD	TBD
BCBT Fund	\$0.10	TBD	TBD	TBD
Canadian Building Trades	\$0.01	TBD	TBD	TBD
Coalition of BC Building Trades	\$0.02	TBD	TBD	TBD
Tool Allowance Fund	N/A	TBD	TBD	TBD
OE Advancement Fund	N/A	TBD	TBD	TBD
<b>TOTAL EMPLOYEE DEDUCTIONS</b>	<b>\$0.92</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
<b>TOTAL EMPLOYER HOURLY REMITTANCES</b>	<b>*May 1, 2017</b>	<b>'May 1, 2018</b>	<b>'May 1, 2019</b>	<b>'April 30, 2020</b>
Straight Time Hours	\$10.66	TBD	TBD	TBD
1.5X Overtime Hours	\$10.66	TBD	TBD	TBD
2.0X Overtime Hours	\$10.66	TBD	TBD	TBD

- o All other Employer contributions and employee deductions are payable on the basis of "hours worked".
- o Employer contributions to the Pension Plan will be pro-rated for Trainees/Apprentices based on the corresponding percentage of their classification

\* Wage rates effective from May 1, 2017 through April 30, 2018.

† A wage re-opener applies to May 1, 2018; May 1, 2019 and April 30, 2020. Wage Rates will be based on Consumer Price Indices as published by the Province of British Columbia, and moreover will be capped at a maximum of 1.6%.

# **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 "D"**

**July 2017**

**CONSTRUCTION INDUSTRY OF BRITISH COLUMBIA**  
**SUBSTANCE ABUSE TESTING**  
**AND**  
**TREATMENT PROGRAM POLICY**

**DEVELOPED BY:**

**CONSTRUCTION LABOUR RELATIONS**  
**ASSOCIATION OF BC**

**AND:**

**BARGAINING COUNCIL OF BRITISH COLUMBIA**  
**BUILDING TRADES UNIONS**

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# CONSTRUCTION INDUSTRY OF BRITISH COLUMBIA SUBSTANCE ABUSE TESTING & TREATMENT PROGRAM POLICY

## I. POLICY OBJECTIVE

**1.01** The objective of this Substance Abuse Testing & Treatment Program Policy (“the Policy”) is to implement a program which:

- (a) Furthers the mutual interests of clients, contractors, unions and workers in achieving a safe, healthy, substance-free work place;
- (b) Provides consistent, fair, and manageable procedures for detecting, eliminating and treating substance use which stands to impair employee work performance;
- (c) Enhances workplace productivity and service quality;
- (d) Enhances the competitiveness of participating contractors by enabling them to provide assurances to their clients with respect to the drug-free character of their work force, thereby increasing union market share;
- (e) Strikes a progressive balance between the various competing interests of clients, contractors, unions and workers, thereby applying a superior and more competitive strategy to the benefit of all participating parties;
- (f) Demonstrates sensitivity to employee privacy and the life-style choices and values of individual employees to the extent that those choices and values do not impair high quality employee work performance, productivity or job safety; and
- (g) Provides employees with substance abuse problems, with appropriate assistance.

## II. DEFINITIONS

**2.01** As used in this Policy, the terms listed hereafter are defined as follows:

- (a) **“Accident”** – An event resulting in significant injury to a person or significant property damage.
- (b) **“Adulterated Test Result”** – A bodily sample in relation to which the donor has tainted the specimen with a foreign agent, such as bleach, to prevent the detection by a laboratory of a substance.

- (c) **“Alcohol”** – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.
- (d) **“Breath Alcohol Technician”** – A person trained to proficiency and certified in the use of an Evidential Breath Testing device (EBT).
- (e) **“Communicator”** – A representative of the employer and/or union designated to preserve the confidentiality of an employee’s personal information in the context of the administration of a substance test.
- (f) **“Company Premises”** – Any and all property, facilities, land, parking lots, structures, and vehicles owned, leased, used or under the control of an employer, and/or any job site to which an employer assigns an employee.
- (g) **“Diluted Test Result”** - A test result where the specific gravity of the specimen is 1.003 or less and the creatinine level is less than 20 mg/dl.
- (h) **“Employee”** – Any individual employed by a signatory employer under the terms and conditions of a collective agreement with a participating union.
- (i) **“Employer”** – A participating contractor employing individuals under the terms and conditions of a collective agreement with a participating union.
- (j) **“Medical Review Officer (MRO)”** - A licensed physician who has knowledge of substance abuse issues and has received the appropriate medical training to interpret and evaluate an individual’s substance test result as it relates to the individual’s medical history and any circumstances.
- (k) **“Medications”** – Ingested or inhaled prescription drugs, non-prescription drugs, or herbal remedies which may impair mental or motor functions so as to affect the performance of job duties;
- (l) **“Near miss”** – A failure in work performance or other occurrence that nearly results in an accident.
- (m) **“Negative Test Result”** - A test result that indicates that an alcohol level is below .04 BAC and/or fails to confirm that the employee was, at the time of testing, under the influence of a substance.

- (n) **“Parties”** – The Parties to this policy are the Bargaining Council of BC Building Trades Union (BCBCBTU) and Construction Labour Relations Association of BC (CLR).
- (o) **“Personal information”** – Personal information as defined in the British Columbia Personal Information Protection Act, including substance test results and medical information.
- (p) **“Positive Test Result”** - A test result which indicates that the alcohol level is .04 BAC or higher and/or a test result which confirms that the employee is under the influence of a substance.
- (q) **“Possession”** – The care, custody, control or ability to immediately access a substance.
- (r) **“Reasonable Suspicion”** – An understanding based on objective and articulated facts sufficient to lead a supervisor to form a reasonable suspicion that drugs or alcohol might be influencing an individual’s work performance.
- (s) **“Safety Sensitive”** - A characteristic of operations where error could result in serious harm to a person, property or the environment.
- (t) **“Substance”** – Alcohol or any substance listed on a schedule of the *Controlled Drugs and Substances Act* or any impairing agent or any medication used by an individual in a manner that is inconsistent with the instructions of the prescribing physician.
- (u) **“Substance Abuse Professional (SAP)” (or Substance Abuse Expert (SAE))** – A licensed physician or certified counselor who has received the appropriate training in substance abuse disorders to provide rehabilitation, assistance and recommendations to individuals who have an addiction or a substance use problem.
- (v) **“Substance Testing”** – The analysis of the biological presence of a substance by means of urine, breath, blood and/or saliva sampling and analysis.
- (w) **“Third Party Administrator” (TPA)** – An independent third party professional organization that will administer testing, collect and store personal information and otherwise implement this Policy.
- (x) **“Union”** – a participating trade union as defined under the Labour Relations Code of British Columbia that is signatory to a collective agreement with a participating employer or employer association.
- (y) **“Unsuitable Test Result”** - A test result that arises when a laboratory determines that the specimen may contain a foreign contaminant or that the individual may have ingested fluids to

mask a substance ,but is not at a level to confirm the specimen as an Adulterated Test Result.

- (z) **"Worker Eligibility Status"** – An indicator of the worker's compliance with the terms of this Policy which is available from the approved Dispatch System or through a link to the TPA's Website. The types of status are as follows:

**Dispatch System Status**

1. **Current:** a status designated to employees who have complied with the terms of this Policy and who are therefore eligible for dispatch without further conditions.
2. **Not Current:** a status designated to employees in relation to whom an unresolved issue has arisen with respect to their compliance with this Policy and who are therefore not eligible for dispatch without further conditions.
3. **Pending Status:** a status designated to employees in relation to whom a specimen has been provided and the testing results have not been finalized.

**TPA's Website Status**

1. **Current:** a status designated to employees who have complied with the terms of this Policy and who are therefore eligible for dispatch without further conditions.
2. **Not Current:** a status designated to employees in relation to whom an unresolved issue has arisen with respect to their compliance with this Policy and who are therefore not eligible for dispatch without further conditions.
3. **Pending Status:** a status designated to employees in relation to whom a specimen has been provided and the testing results have not been finalized.
4. **Testing Status:** a status designated to employees who have been selected to perform a random test and have not yet been tested.
5. **Reinstate Status:** a status designated to employees who are in violation of this Policy and must complete reinstatement requirements.

**III. POLICY STATEMENT**

**3.01** Under this Policy, the following are prohibited:

- (a) Use of a substance at the work place or during working hours;
  - (b) Being under the influence of a substance during working hours;
  - (c) Reporting to work under the influence of a substance; and
  - (d) The unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of a substance or substance related paraphernalia at the work place.
- 3.02** Employees who are taking medications of any kind, whether prescribed or self-administered, are responsible for taking steps to ascertain whether the medications are capable of causing any impairment to their ability to carry out their job duties safely and efficiently, and where this is the case, to report without delay to his/her designated Communicator the facts and associated use of the medications."
- 3.03** Upon being informed of an employee's use of medications in accordance with Article 3.02, the Communicator shall consult with the affected employee and his/her physician to determine if a non-disciplinary suspension of duties is appropriate.
- 3.04** Where the Communicator determines, in accordance with Article 3.03, that a non-disciplinary suspension of duties is appropriate, the employer shall attempt to accommodate the employee by making an appropriate reassignment where available. However, if the employer is not able to furnish a temporary reassignment without undue hardship, the employer may place the employee on temporary medical leave until designated as fit for duty by a treating physician.
- 3.05** Where an employee has reason to believe that he/she has a substance abuse problem, whether or not the substance abuse problem results in a violation under Article 3.01, the employee is obligated to report the fact and circumstances of the potential substance abuse problem to his/her designated Communicator.
- 3.06** Upon being informed of an employee's substance abuse problem in accordance with Article 3.05, the Communicator shall, without delay, refer the employee to the Employee Assistance Program under this Policy.
- 3.07** Upon being informed of an employee's substance abuse problem in accordance with Article 3.05, the Communicator shall consult with the affected employee and the Employee Assistance Program to determine if a non-disciplinary suspension of duties is appropriate.
- 3.08** Where the Communicator determines, in accordance with Article 3.07, that a non-disciplinary suspension of duties is appropriate, the employer shall attempt to accommodate the employee by making an appropriate reassignment where available. However, if the employer is not able to furnish a temporary reassignment without undue hardship, the employer may place the employee on temporary medical leave until designated as fit for duty by a treating Substance Abuse Professional.

#### **IV. POLICY ADMINISTRATIVE COMMITTEE**

- 4.01** The development, implementation and administrative responsibility for this Policy shall rest with the Policy Administrative Committee (“the Committee”).
- 4.02** The Committee shall consist of a minimum of three union-appointed trustees and three management-appointed trustees as appointed respectively by each Party. The Committee shall:
- (a)** Determine operating procedures;
  - (b)** Interpret and apply the Policy;
  - (c)** Appoint a Third Party Administrator;
  - (d)** Carry out any business as necessary for the administration of the Policy, and
  - (e)** Recommend changes to the Policy in accordance with the discretion of the Committee.

#### **V. THIRD PARTY ADMINISTRATOR (TPA)**

- 5.01** The responsibilities of the TPA shall be to:
- (a)** Engage the services of a laboratory for the purpose of analyzing substance test samples under this Policy;
  - (b)** Select a Medical Review Officer who is licensed to practice medicine in British Columbia or any such other applicable jurisdiction as agreed to by the parties;
  - (c)** Provide chain-of-custody forms and test kits and to establish collection locations and procedures so as to satisfy both chain of custody protocols and respect employee privacy.
  - (d)** Keep the Committee informed about new technology related to substance testing.
  - (e)** Maintain efficient, secure and confidential systems, databases, records and administrative procedures so as to provide participating employers and unions with accurate and timely information with respect to the eligibility status of any given employee.
  - (f)** Administer various substance tests in accordance with the terms of this Policy.
  - (g)** Report test results to appropriately designated persons in accordance with the terms of this Policy.

- (h) Provide training to Communicators designated by employers and unions with respect to the Communicators' responsibilities under this Policy;
- (i) Provide training to supervisory and union designated personnel with respect to the identification of facts in relation to the formation of a Reasonable Suspicion.
- (j) Refer individuals who have tested positive for substances to an employee assistance program that the employer has access to.

## **VI. MEDICAL REVIEW OFFICER (MRO)**

**6.01** The responsibilities of the MRO shall be to:

- (a) Ensure that proper protocols have been maintained with respect to the chain of custody of test samples.
- (b) Notify employees of their test results.
- (c) Canvass with any employee the circumstances related to a positive substance test.
- (d) Invite employees who have tested positive to have their original sample retested by a certified laboratory of the employee's choice.

## **VII. RIGHTS OF EMPLOYEES**

**7.01** The following interests of employees are recognized under this Policy:

- (a) The right to voluntarily elect whether or not to participate in "voluntary testing" as defined by the terms of Article 9.03(b).
- (b) The right to be provided with a copy of this Policy in advance of submitting to any substance test.
- (c) The entitlement to an opportunity to discuss with the MRO any medical conditions or use of medications by the employee or any circumstances associated with a positive substance test result.
- (d) The entitlement to request, within two days of being notified of a positive test result, that the original sample be retested by a certified laboratory of the employee's choice. The cost of the retest is to be the responsibility of the employee, unless the retest result is negative, in which case the employee shall be reimbursed by the employer.
- (e) The right to privacy with respect to their personal information, which shall be collected, used and disclosed only in accordance with the

objectives of this Policy and only to the extent necessary for the reasonable administration of this Policy.

- (f) The right to be accommodated in accordance with prevailing law where an employee has a disability related to substance dependency.

## **VIII. VOLUNTARY DISCLOSURE**

- 8.01** The Policy recognizes that substance abuse and dependency are associated with serious problems for workers and their families. Albeit highly complex problems, they often can be successfully treated.
- 8.02** Each employee is responsible for seeking help in relation to any substance abuse or dependency problem.
- 8.03** Employees are encouraged to contact their Employee Assistance Program for assistance.
- 8.04** A decision by an employee to seek assistance by way of self-referral to a bona fide treatment or assistance program will not in itself be used by his/her employer as the basis for workplace discipline.

## **IX. SUBSTANCE TESTING PROTOCOLS**

The following protocols shall apply to all substance testing under this Policy.

### **9.01 Disclosure of information:**

- a) The personal information of employees shall be collected, used and disclosed only in accordance with the objective of this Policy and only to the extent necessary for the reasonable administration of this Policy.
- b) It is a term of this Policy that records of substance test results shall be kept confidential and are only to be disclosed upon the written consent of the employee to whom such records pertain, with the following exceptions:
- c) The person who is the designated Communicator with respect to an employee who tests positive shall be informed of the employee's status (current / non-current / pending).
- d) Personal information may be disclosed without consent in accordance with the provisions of Section 20 of the Personal Information Protection Act where such provisions are applicable.



## 9.02 Sample Collections:

Test samples, where collected, shall be collected by appropriately trained persons utilizing Substance Abuse & Mental Health Services Administration (SAMHSA) procedures so as to ensure both proper chain of custody protocols and employee privacy protocols are respected. All samples will be collected with concern for each employee's personal privacy, dignity, and confidentiality. The TPA may provide the following three options for substance test sample collections:

- (a) **Mobile On-Site Collections:** Certified collectors may be available to collect the substance test sample collections at the job site, the employer's office or union hall.
- (b) **Clinical Collections:** The TPA may make arrangements with clinical collection sites for the collection of substance test samples.
- (c) **TPA Office Collections:** The collection of substance test samples may be available at the TPA's office where convenient.

## 9.03 Types of Testing to be Conducted:

### (a) Pre-Access Testing:

As a condition of entering the job site, employees may be subject to the testing requirements of the client / project owner in relation to their employment duties ("pre-access testing"). Employees who volunteer to participate in voluntary testing, in accordance Article 9.03(b) below, will be excused from pre-access testing.

### (b) Voluntary Testing

1. As an alternative to pre-access testing, an employee may participate in voluntary testing. To be eligible for voluntary testing, an employee must, by agreement, participate in three types of tests as follows:

- i. Implementation testing;
- ii. Unannounced testing; and
- iii. Periodic testing.

2. Participation in voluntary testing, where elected, shall occur in accordance with the following descriptions and protocols:

#### i. Implementation Testing:

A substance test by pre-appointment as soon as feasible after the implementation of this Policy.

**ii. Unannounced Testing**

- a) Employees to be tested will be randomly selected and such selections will be made by use of a computer generated numerical program designed to ensure that no employee can be singled out.
- b) Random selections will be made six times per calendar year.
- c) No more than 20% of an employer's work force shall be subject to unannounced testing in a given year.
- d) The Communicator shall be notified of the selection of an employee for unannounced testing. Within 10 calendar days of being notified of the selection of an employee for unannounced testing, the Communicator shall inform the selected employee of the requirement that he/she report for testing. Selected employees must report for unannounced testing within 24 hours after notification by the Communicator of the requirement to report for testing.

**iii. Periodic Testing:**

A substance test required of an employee on the basis of the fact that he or she has not been tested over the preceding 36 month period.

**3. The provisions in this Policy for voluntary testing are applicable:**

- i.** Where pre-access testing is required by a client or project owner; or
- ii.** Where a union and an employer otherwise agree that voluntary testing is applicable.

**(c) Post-Accident Testing:**

An employee shall be required to take a substance test after:

- 1.** Having been directly and immediately involved in, or after having caused, an accident or a near miss; and

2. The employer has come to a reasonable belief, on the basis of an investigation into all relevant circumstances, that the employee's mental state may be a contributing factor to the accident or near miss.

An employee can be found to have been directly and immediately involved in an accident or near miss only when it can be reasonably determined, on the basis of the employer's investigation into all relevant circumstances, that the actions or omissions of that employee materially contributed to the detrimental outcome of the accident or near miss.

An employee can be found to have caused an accident or near miss only when it could be reasonably determined, on the basis of the employer's investigation into all relevant circumstances that, but for the actions or omissions of that employee, the accident or near miss would not have occurred.

Where practical, observations will be made of the worker(s) in question, before any decision is made to test, and that those observations will form part of the investigation into all relevant circumstances

**(d) Reasonable Suspicion Testing:**

Employees will be subject to substance testing where circumstances give rise to a reasonable suspicion that the employee has violated a prohibition under Article 3.01 of this Policy. A decision to require a reasonable suspicion test shall be based on observations of specific physical, behavioral or performance indicators and such observations must be made and documented by a supervisor who has received training in the detection of possible indicia of impairment by or influence of alcohol and/or a substance.

During the process of establishing reasonable suspicion for testing, the employee has the right to request his/her union representative to be present.

**(e) Return To Work, Post Treatment, Rehabilitation Testing:**

If an employee tests positive or refuses a test mandated by this Policy, the employee will be assessed by a Substance Abuse Professional (SAP) and prior to a return to duty, the employee must complete whatever requirements are stipulated by the SAP, which may include further assessment, treatment and counseling. In any

event, prior to returning to duty, the employee must provide a negative test result.

**(f) Probationary Status/Follow-up Testing**

Having been the subject of a positive substance test, and having satisfied the reinstatement requirements of this Policy, an employee shall undergo a further test upon his/her return to the job site and shall, thereafter, be subject to random testing for a period of up to two years at an annual rate of 50% of the random pool of workers.

**(g) Transportation**

The employer will incur the expense of round trip transportation arrangements for any employee to be tested.

**9.04 Specimen Analysis: (SEE ADDENDUM #1)**

All samples collected under this Policy will be analyzed by a certified laboratory, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, be confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Testing shall screen, at a minimum, for the following substances and test results must be below the following levels to result in a negative:

<b>Drugs Tested</b>	<b>(EMIT) Initial Test Cut-off Level (ng/ml)</b>	<b>(GC/MS) Confirmation Test Cut-off Level (ng/ml)</b>
Amphetamines	1000	500
Barbiturates	300	200
Benzodiazepines	300	200
Cannabinoids (Marijuana – THC)	50	15
Cocaine Metabolite	300	150
Methadone	300	200
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Propoxyphene	300	200
Breath/Blood Alcohol Content (BAC)	.04%	.04%

**9.05** The Committee shall have the right to change the drugs tested, the cut-off levels and the analysis procedures as new technology in substance abuse testing warrants.

**9.06** Employees who provide two subsequent diluted test results under this Policy will be encouraged to seek medical assistance to determine if there is a valid medical reason for the diluted results. If a medical reason cannot be determined or if the

employee refuses to seek medical assistance, the third or remaining tests (if necessary) will be at the individual's expense.

- 9.07** Any employee who provides an unsuitable test result will be required to have subsequent drug tests observed.
- 9.08** Saliva or breath screen tests are acceptable for alcohol testing. Saliva screening for alcohol will utilize the QED-A150, which gives a quantitative reading (a range of alcohol from 0 – 150 mg/dl). If the QED-A150 registers any level equal to or greater than 20 md/dl (.04%), then a Breath Alcohol Test will be performed. A confirmed screening level less than 20 md/dl (.04%) is considered negative.
- 9.09** It is acknowledged that urine tests in no way measure current marijuana impairment because they do not detect the psychoactive ingredient of marijuana, THC. The mere presence in the urine of non-active metabolites of marijuana shall not constitute a positive test result for the purposes of this policy, but shall oblige the employee to submit to the immediate collection of a saliva and/or blood sample so as to facilitate a test for current impairment. Blood and saliva screen tests are acceptable for testing current marijuana impairment.

**9.10 Record Keeping:**

Hard copy testing results shall be maintained by the TPA for the following specified periods:

Negative test results will be maintained for one (1) year  
Positive test results will be maintained for five (5) years  
Rehabilitation records will be maintained for five (5) years.

**X. POLICY VIOLATIONS**

**10.01** The following conduct by an employee may be considered a violation of this Policy and may be the basis for an employer to impose progressive discipline in accordance with the legal principle of just cause:

- (a) A violation by an employee of any prohibition under Article 3.01;
- (b) A violation by an employee of any reporting obligation under Articles 3.02 or 3.05;
- (c) Failure to contact the Medical Review Officer as directed;
- (d) Failure to report as directed for testing;
- (e) Switching, adulterating, or attempting to tamper with any sample submitted for drug or alcohol testing, or otherwise interfering or attempting to interfere with the testing process; and
- (f) Refusal to submit a specimen for testing.

## **10.02 Confirmed Positive Test Results:**

### **(a) Medical Review Officer Notification (MRO)**

Within two days of being notified of a positive substance test result, the test subject shall contact the MRO and discuss with the MRO forthwith regarding the test result.

## **10.03 Reinstatement Requirements:**

If a person is the subject of a positive substance test, his/her worker eligibility status immediately becomes “not current” and remains so until all of the following conditions are satisfied:

- (a)** The SAP notifies the TPA in writing that the person has met all conditions stipulated by the SAP that are required, in the professional opinion of the SAP, for the person to safely return to or commence his/her duties as an employee.
- (b)** The person completes return to work testing in accordance with the terms of this Policy to the satisfaction of the TPA.
- (c)** The person agrees in writing to continue any treatment, counseling or rehabilitation as prescribed by the SAP.
- (d)** The person agrees in writing to be subject to Probationary Status/Follow-up testing for two years at a 50% random selection rate.

## **XI. GRIEVANCE**

**11.01** All aspects of this Policy shall be subject to the grievance procedure of the applicable collective bargaining agreement.

## **XII. COST OF COLLECTION AND TESTING**

**12.01** The employer will pay the cost of all substance testing under this Policy, unless explicitly excluded in this Policy.

**12.02** An initial return-to-work test will be paid for by the Medical Fund or EAP if provided for by these entities. If not so provided, the cost shall be borne by the employee. The costs of the second and all subsequent return-to-work tests will be borne by the employee and must be paid for in advance by the employee to the fund.

**12.03** Any employee who loses time from working in order to provide a specimen(s) for drug and alcohol testing will be paid by the employer for such lost time.

**XIII. SAFETY**

**13.01** Nothing in this Policy overrides the employer’s superseding obligation, duty and discretion under Occupational Health and Safety Legislation (OH & S) to provide a safe work site.

**XIV. SAVING CLAUSE**

**14.01** It is assumed by the Parties that each provision of this Policy is in conformity with all applicable laws of the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Provincial Order or Statute to comply with any provision or provisions of this Policy, the Parties agree to renegotiate such provision or provisions of this Policy for the purpose of making them conform to such Provincial Order or Statute, and the other provisions of this Policy shall not be affected thereby.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF:

BARGAINING COUNCIL OF  
BRITISH COLUMBIA BUILDING  
TRADE UNIONS

\_\_\_\_\_  
\_\_\_\_\_

**ADDENDUM #1**

**9.04 Specimen Analysis**

The Policy Administrative Committee (PAC) has agreed to use Oral Fluid (OF) testing as the primary drug testing methodology effective May 22, 2009, on a 9 panel basis as identified herein:

**Immunoanalysis Screening and Confirmation cut-offs**

All oral fluid samples collected under this Policy will be analyzed by a certified laboratory, and shall include an initial Enzyme-Linked-Immuno-Sorbent Assay (ELISHA) test and, when necessary, be confirmed by a Liquid Chromatography/Mass Spectrometry/Mass Spectrometry Confirmation Test (LC/MS/MS). Testing shall screen, at a minimum, for the following substances and test results must be below the following levels to result in a negative:

<b>Drugs Tested</b>	<b>(ELISA) Initial Test Cut-off Levels (ng/ml)</b>	<b>(LC/MS/MS) Confirmation Test Cut-off Level (ng/ml)</b>
Amphetamines	50	50
Barbiturates	50	50
Benzodiazepines	10	10
Cannabinoids (Marijuana – THC)	10	10
Cocaine	20	8
Methadone	50	20
Opiates	40	40
Phencyclidine (PCP)	10	10
Propoxyphene	20	10
Breath/Blood Alcohol Content (BAC)	.04%	.04%