

MANAGED OPEN SITE PARTNERING AGREEMENT

BETWEEN

AECON-FLATIRON-DRAGADOS-EBC GENERAL PARTNERSHIP

AND

POLY-PARTY BUILDING TRADES UNIONS

CONSTRUCTION AND SPECIALIZED WORKERS UNION – LOCAL 1611

INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 115

CONSTRUCTION MAINTENANCE AND ALLIED WORKERS

FOR

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
SITE C GENERATING STATION AND SPILLWAY PROJECT**

October 2017

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PREAMBLE

WHEREAS, AFDE General Partnership (Contractor) intends to participate in the construction of the Site C Generating Station and Spillway (Site C GSS) Project under contract with British Columbia Hydro and Power Authority (Owner). WHEREAS, the Poly-Party Building Trades Unions (Union or Unions) have in their membership, members competent and qualified to perform construction work on the Project.

WHEREAS, the Contractor and the Unions recognize the vital importance of the success of the Project to the people of British Columbia (BC) and confirm that in the paramount public interest the Project must be completed expeditiously, efficiently and economically, and with these ends in mind, the Contractor and the Union agree to the terms and conditions of this Managed Open-Site Partnering Agreement (Agreement).

WHEREAS, the Contractor and the Union recognizes the importance of providing direct economic benefits to the local communities, Aboriginal and First Nations Peoples; and to the Province of BC.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1.00 – PURPOSE

1.01 The objects of this Agreement are to:

- Stabilize the Construction Industry.
- Provide fair and reasonable working conditions and promote harmonious employment relationships between Contractors and Employees.
- Provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement.
- Prevent strikes, lockouts, and work stoppages.
- Enable the skills of both Contractors and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented.
- Promote good public relations.
- Satisfy the conditions of the Owner's Memorandum of Understanding, dated May 28, 2015, which states "*...that an agreement with the Poly-Party Building Trades Unions will give added weight to their proposals to the extent that it adds labour stability*".

For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 2.00 – RECOGNITION

- 2.01 "Contractor" means any or all Parties of the AFDE General Partnership, comprised of Aecon Constructors; Flatiron Constructors Canada Ltd; Dragados Canada Inc. and EBC Inc; including their heirs and/or assigns.
- 2.02 "Unions" means any and all affiliated Poly-Party Building Trades Unions, comprised of Construction and Specialized Workers Union - Local 1611, International Union of Operating Engineers - Local 115 and Construction Maintenance and Allied Workers.
- 2.03 The Contractor recognizes:
- a. The Unions as the sole bargaining agent of all Employees of the Contractor working on the Site C GSS Project.
 - b. That all Employees of the Contractor shall be members of the Union(s), or become members of the Union(s) within thirty (30) days of being employed on the Site C GSS Project. Employees will remain members of the Union(s) for the duration of their work on the Project.
- 2.04 "Employee(s)" shall be those persons hired for employment with the Contractor performing construction work on the project. The term "Employee(s)" shall not include:
- a. All management personnel of the Contractor.
 - b. All management personnel for each Subcontractor on the project.
 - c. All Employees performing construction work for each Subcontractor on the project.
 - d. Security Officers performing management and/or investigative functions.
 - e. Professional Engineering, Geological and Architectural staff of the Contractor, Consultants or the Owner performing sporadic, occasional and non-repetitive recording, testing, or drafting (with or without tools).
 - f. Instructors and Consultants doing needs analysis, training and instruction.
 - g. Technical Specialist(s) from the equipment manufacturers brought in by the Owner to supervise specialized work to be performed on equipment, at the discretion of the Owner. Where, to maintain a warranty on installed equipment, the supplier requires a technical specialist in their employ to do final adjustments.
 - h. Clerical personnel in Site offices.
 - i. Professional Engineers who are employed in a professional capacity.
 - j. Surveyors or oilers who are employed by the Contractor or Subcontractor.
 - k. Persons performing commissioning and acceptance testing who are Employees of the Owner.

- l. Employees of the Owner or Contractor not engaged in the Project, but are on the Site to do work outside the coverage of this Agreement.
- m. Those excluded by the *B. C. Labour Relations Code*.

ARTICLE 3.00 – SCOPE

- 3.01 Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.
- 3.02 In the event that this Agreement's terms and conditions place the Contractor in an uncompetitive position with alternate Unions or non-union bidders, this Agreement may be altered accordingly by mutual agreement of the Unions and Contractor. The Unions commit that they will not agree to terms and conditions more favorable with any other bidder on the Site C GSS Project than what is contained in this Agreement.
- 3.03 The Parties agree that the *Employment Standards Act* forms part of this Agreement, except those provisions specifically modified by this Agreement.

ARTICLE 4.00 – MANAGEMENT RIGHTS

- 4.01 Subject to the provisions of this Agreement, the Contractors' rights include, but are not limited to, the following:
 - a. To make, alter, and enforce rules and regulations, policies, and practices to be adhered to by its Employees; to discipline and discharge Employees for just cause;
 - b. Hire, and direct its Employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend Employees; to select and retain Employees for positions excluded from the bargaining unit. Each of these rights supersede any and all Union and employee seniority clauses;
 - c. Operate and manage the Contractor's business in order to satisfy its commitments and responsibilities; the right to determine the kind and location of business to be done by the Contractor; the direction of its Employees; the scheduling of work; the number of shifts; the methods, processes, and means by which work is to be performed; job content, quality, and quantity standards; the right to use improved methods, machinery, and equipment; the right to determine the number of Employees needed by the Contractor at any time; and generally, the right to manage the business of the Contractor, and to plan, direct, and control the operations of the Contractor without interference.
 - d. Determine which Union(s), if any, from which they will request dispatched Employees, the assignment of work to each employee and do so without regards to jurisdictional guidelines, past

practices, or traditional agreements, including the Jurisdictional Assignment Plan of the BC Construction Industry (JA Plan), unless there are any legal certification or licensing requirements.

The Unions will not have the right to make a claim for any assignment of work, make jurisdictional claims with, or against, any other Union that is given an assignment of work, nor strike, picket, disrupt or interfere in any way with the work assignments by the Contractor.

- e. If there are issues related to jurisdictional assignments, the Unions may approach the Contractor with their concerns and the Contractor, after reviewing area practice and Green Book assignments, will consult with the Unions as to their final assignment. The final assignment will be at the sole discretion of the Contractor.

- 4.02 The sole and exclusive jurisdiction over work assignments, operations, buildings, machinery, and equipment shall be vested in the Contractor, as stated in 4.01 (e). The Unions will have no ability to claim, protest, nor mediate or arbitrate any work assignment, unless the assignment is in violation of law, or legal certification or licensing requirements. Work assignments will not be a basis for filing a grievance, jurisdictional claim, or any other informal or formal claim, unless specifically identified in British Columbia Labour Relations Code.

ARTICLE 5.00 – UNION RIGHTS AND REPRESENTATION

- 5.01 For the purposes of representation with the Contractor, the Unions shall function and be recognized in the manner set out below.

- 5.02 Site C GSS Union Representatives and Stewards:

- a. Site C GSS Union Representatives are representatives of the Unions and their Members in all matters pertaining to this Agreement, particularly for the purposes of, but not limited to, 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.
- b. Site C GSS Union Representatives shall have reasonable access to the Project, provided such representatives do not interfere with the work of the Employees, and further provided such representatives fully comply with posted visitor, security and safety rules and the environmental compliance requirements of the Project. The Contractor recognizes the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the Union.
- c. The Contractor, may meet periodically with its Employees for the purposes of discussing any matters of mutual interest or concern to the Contractor, the Unions, and the Employees. Site C GSS Union Representative(s) shall be notified and entitled to attend such meetings.

5.03 Stewards:

- a. The Unions have the right to appoint or elect Stewards. Stewards are representatives of the Union(s) in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of the Agreement. The ratio of Stewards to Employees will be mutually agreed upon at the Pre-Job Conference. The Contractor will not have the right to determine which Employees will be Stewards.
- b. Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the Contractor. Permission will not be withheld unreasonably and the Contractor 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 fifteen (15) minutes, the Contractor may direct they be dealt with during breaks. Stewards shall receive an amount as defined in Attachment 1 - Schedule "A" for all hours worked.
- c. Stewards will be laid off or reduced in number in accordance with the completion of the various phases of the project, or seasonal downturn in work. Subject to the operating requirements of the Contractor, the Unions may request that Stewards be retained on the job or project when there is a reduction of the work force. When so requested, the Contractor may assign the Steward to a classification which, in the opinion of the Contractor, the Steward is qualified to perform. In the event the Contractor transfers the Steward to another project, the Union shall appoint a new Steward.

5.04 The Unions have the right to appoint or elect Union members to a Negotiating Committee.

5.05 The Contractor shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Unions.

ARTICLE 6.00 – NO-STRIKE (WORK STOPPAGE)/ NO-LOCKOUT

6.01 It is understood and agreed by the Parties that this Agreement is a special no-strike, no-lockout, no raiding Agreement. In the event that the restriction on raiding is found to be unenforceable by a court or tribunal with competent jurisdiction, the reference to raiding will be deleted.

6.02 Neither the Unions, nor any representative(s) of any of the Unions, nor any member of the Unions, or 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.

6.03 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.

- 6.04 The Unions and the Employees shall not authorize, encourage, engage in or condone any picketing on the Project.

ARTICLE 7.00 – EMPLOYMENT PROCEDURES AND REQUIREMENTS

7.01 Background Check:

- a. The Parties agree that if the Owner requires a background check for a safety-sensitive position, the employee will comply and the Contractor will be responsible for all related costs.

7.02 Fit-For-Work Policy:

- a. Fit-For-Work policy will comply with the provisions of Attachment 6: Drug and Alcohol Policy to this Agreement.
- b. Fit-For-Work determination will be conducted at the point of hire, prior to traveling to Project site.

7.03 Project Site Access:

- a. A condition of employment and entry onto the Project is that all Employees will possess and visibly display at all times a valid access card issued by the Contractor.
- b. The criteria for issuance of the access card will be determined by the Owner and/or the Contractor.
- c. The Project Site Access requirement may be altered or eliminated by the Owner and/or the Contractor at any time, as appropriate.

7.04 Probationary Employment Period: Employees will be hired under the following criteria:

- a. New Employees will be hired on a thirty (30) working day probationary period and thereafter, shall attain regular employment status.
- b. The probationary period shall be used by the Contractor to assess new Employees and determine their suitability for long-term employment.
- c. 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 Contractor.
- d. Employees on probation are covered by this Agreement, except those provisions
- e. 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.

7.05 Name-Hires and Priority Hiring: The Contractor and Unions agree that Union workers shall be hired and clearances issued in accordance with the following:

- a. The Contractor shall have the right to 'name-hire' fifty percent (50%) of all Employees, excluding local residents, Aboriginal and First Nations Peoples, women and military veterans. Contractors needing additional personnel to perform construction work will contact the Unions for dispatched Employees. The Contractor shall notify the Unions(s) of all "name-hires" and the Unions(s) shall provide clearances.
- b. The Contractor and Unions will give consideration to the following priority hiring criteria when filling employment openings:
 - i. Workers who are defined in Article 7.16 as a "Local Resident";
 - ii. Workers whose residences are located in British Columbia;
 - iii. Workers who reside in Canada

The Contractor will monitor all Employee hires to ensure that the elements of the hiring process are complied with.

7.06 Local Resident Definition:

- a. A bona-fide Local Resident shall be a person who:
 - i. Resides within a one hundred (100) kilometer radius of the applicable Worksite for a period of thirty (30) days prior to the commencement of construction work on the Site.
 - ii. Had a bona-fide residence in a local community that is within a one hundred (100) kilometer radius of the applicable Worksite for three (3) months prior to the date of hire after the commencement of construction.
- b. A bona-fide Local Resident status may require proof of actual residency, such as documentation of ownership, rental or mortgage payments.

7.07 Equity Employment:

- a. Purpose: It is the purpose of these equity provisions to achieve workforce diversity.
- b. Employment Equity Initiatives: The Parties agree to:
 - i. Set out employment targets, following joint investigation and consultation by the Contractor and the Unions for employment of Aboriginal and First Nations Peoples who are residents in the Province of British Columbia. Protocol for employment of Aboriginal and First Nations Peoples is established in Attachment 2 to this Agreement. To meet these

targets, qualified Aboriginal and First Nations Peoples shall be name-requested by the Contractor and the Union(s) shall clear such Employees. The Unions and Contractor also agree to establish bridging and outreach programs to facilitate training of Aboriginal and First Nations Peoples to assist in qualifying them for employment.

- ii. Set out employment targets for the employment of persons who fall outside of Article 7.07.b.i. above. To meet these targets, qualified Local Residents shall be name-requested by the Contractor and the Union shall clear such Employees. The Union and Contractor also agree to establish bridging and outreach programs to facilitate the training of these target groups to assist in qualifying them for employment.
- iii. Conduct ongoing revision(s) of the employment targets as the Parties gain experience in meeting both the letter and intent of this provision.

- 7.08 Employment Equity hiring shall operate in priority over other preferential hiring processes.
- 7.09 The Contractor shall give preference of re-employment to an Employee on Worker's Compensation when such worker is able to return to work, providing appropriate work is available.
- 7.10 The Unions shall be given at least forty-eight (48) hours' (two (2) work days) notice during regular business hours between Monday and Friday to complete dispatch of members. The Contractor shall be given notice of any delay in dispatching prior to the expiration of this period.
- 7.11 When the order cannot be filled within the time limit referred to above, the Contractor may obtain Employees from any source.
- 7.12 The Contractor may rehire any Employee laid off by the Contractor within the last year and the Unions(s) shall clear such Employees.
- 7.13 Employees who resign or self-terminate may not be rehired for thirty (30) calendar days. The Contractor may take extenuating circumstances into consideration.
- 7.14 The Contractor shall provide the Unions with a copy of all Employee termination notices giving the reason for termination and rehire status.
- 7.15 The Parties agree to utilize apprentices from Union Apprenticeship Training programs for up to fifty (50) percent of total project hours.
- 7.16 Contractor shall submit an apprenticeship utilization plan at the Pre-Job Conference and agree to submit weekly records of all registered apprentices.
- 7.17 The Parties agree that apprentices meeting the Local Resident, Aboriginal and First Nation, or other target groups will be given priority in hiring.

ARTICLE 8.00 – INITIATION FEES, UNION DUES AND FUNDS

8.01 Check-Off Release Form:

- a. The Contractor is authorized to, and shall deduct initiation fees and monthly Unions dues, or a sum in lieu of Unions dues, from each Union employee's pay.
- b. The amount of Union dues and initiation fees shall be in accordance with the direction of the Unions.

8.02 Hourly Dues:

The hourly working dues shall be calculated by the Unions and shall be deducted for each hour that wages are payable. (These amounts shall be calculated to the nearest penny).

Should the Unions, during the term of this Agreement, request a change in hourly rate of the working dues check off; the altered rate shall be deducted and remitted as above. The Unions will send to the Contractor any changes to this calculation prior to its implementation.

The Contractor shall be given sixty (60) days' notice in writing of the change in the amount of deduction to be made.

8.03 Funds:

The Contractor shall make contributions at the rate set out in Attachment 1 – Schedule "A" per hour for each hour for which wages, benefits and funds are payable hereunder for each employee covered by this Agreement to the appropriate Union.

8.04 Payment of Contributions and Deductions:

The contributions and deductions referred to above shall be remitted monthly by cheque together with a form supplied to the Contractor by the Administrator of the individual Unions Plans and mailed not later than the fifteenth (15th) day of each month. The said Unions Administrator shall remit monthly all such monies received to their Funds. The Parties agree the Contractor shall be saved harmless for all such deductions and remittances.

ARTICLE 9.00 – 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 Attachment 1 - Schedule "A". Also, as provided in Article 14, it is understood and agreed that the Contractor will determine the transportation, travel and lodging terms and conditions that will be applicable to the project prior to its commencement.

- 9.02 Whenever used in the Agreement, the following definitions shall apply:
- a. "Wages" shall mean compensation paid to an employee in respect of regular hours worked, overtime hours worked including any overtime premiums, shift allowances paid on an hourly basis, but specifically excludes any accommodation allowances, daily travel or travel allowances, and safety awards.
 - b. "Gross earnings" shall mean compensation paid to an employee in respect of wages, premiums, vacation, statutory holiday pay.
- 9.03 Additional classifications may be established by mutual agreement between the Contractor and the Unions during the term of the Agreement, and the pay rates for these classifications shall be subject to negotiations between the Contractor and the Unions which shall be formalized through a Memorandum of Understanding to this Agreement.
- 9.04 Work Day:
- a. 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 regular hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Contractor, in which case the minimum shall be two (2) hours' pay. The employee shall also receive his full accommodation allowance if and when applicable.
 - b. Show-Up Time: There shall be no show-up time paid for the Site C GSS Project.
- 9.05 When there is a temporary shortage of work within a given work day in a specific classification, the Contractor may employ the affected Employees in another classification at the rate of pay of that new 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.

ARTICLE 10.00 – WORK CYCLE, WORK WEEK, WORK DAY & OVERTIME

- 10.01 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.

Employees, at the discretion and direction of the Contractor, will be delivered to marshalling areas prior to the start of their shift and picked up and returned to camp or parking lot at the conclusion of their shift. Employees will not be paid for time traveling, either by car, bus or walking, to and from the job or marshalling point.

10.02 Work Cycle: The Work Cycle will either be twenty (20) days on, followed by ten (10) days off or fourteen (14) days on, followed by seven (7) days off. Work Cycle rotations will be at the sole discretion of the Contractor.

10.03 Work Week: The Work Week will be seventy (70) hours, comprised of seven (7) days a week, ten (10) hours a day.

10.04 Work Day (Straight and Overtime Hours): The Work Day, with the exception of Statutory Holidays, will be paid seven (7) hours at the Employee's straight time hourly rate of pay and three (3) hours at the rate of time and a half (1½) the Employee's straight time hourly rate of pay. Thus:

- a. For twenty (20) days on, followed by ten (10) days off Work Cycles:

DAY	1	2	3	4	5	6	7
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3
DAY	8	9	10	11	12	13	14
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3
DAY	15	16	17	18	19	20	
Straight Time	7	7	7	7	7	7	
Overtime	3	3	3	3	3	3	

- b. For twenty (14) days on, followed by ten (7) days off Work Cycles:

DAY	1	2	3	4	5	6	7
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3
DAY	8	9	10	11	12	13	14
Straight Time	7	7	7	7	7	7	7
Overtime	3	3	3	3	3	3	3

10.05 Employees will be paid overtime as follows:

- Three (3) hours each day at the rate of time and a half (1½) the Employee's straight time hourly rate of pay, as listed in the table above.
- All hours in excess of ten (10) hours per day, but less than twelve (12) hours per day, shall be paid at the rate of time and a half (1½) the Employee's straight time hourly rate of pay.
- All hours in excess of twelve (12) hours per day shall be paid at two (2) times the Employee's straight time hourly rate of pay.
- All work performed on Statutory Holidays will be paid at the rate of time and a half (1½) the employee's straight time hourly rate of pay.

- 10.06 The Contractor 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.
- 10.07 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Contractor and the Unions.
- 10.08 It is agreed that the provisions of this Article are for the purpose 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.
- 10.09 There will be two (2) paid coffee breaks of ten (10) minutes' duration on each 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. Bag lunches will be provided for employee and given to them prior to the start of each shift. Meals will be delivered to the site from the camp if the Employee works beyond twelve (12) hours. Employees shall be entitled to an additional coffee break for every four (4) hours' overtime worked in a given day.

ARTICLE 11.00 – LAY-OFFS

- 11.01 The Contractor agrees to notify the appropriate Union's 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. Lay-offs will be at the sole discretion of the Contractor and will not be bound by seniority.

ARTICLE 12.00 –VACATION AND VACATION PAY

- 12.01 Employees shall be entitled to an amount equal to five (5) per cent of straight time rates for all hours worked as vacation pay.
- 12.02 Vacation pay and Holiday pay shall be paid to Employees on each pay cheque.
- 12.03 The Contractor will grant vacations at the times requested considering business requirements.

ARTICLE 13.00 – HOLIDAYS AND HOLIDAY PAY

- 13.01 Employees shall be entitled to receive an amount equal to five (5) percent of their Wages in lieu of the following holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Family Day	Labour Day
British Columbia Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

And any other day as may be declared a Public Holiday by the Federal and/or Provincial Government.

- 13.02 Employees required to work on one of the above holidays shall receive pay of time and one-half (1½) their regular wages for all hours worked.
- 13.03 If one of the above-named holidays falls on an employee's regularly scheduled day off, his following regularly scheduled workday shall be his statutory holiday unless an alternate day is mutually agreed upon between the Employer and the Union.

ARTICLE 14.00 – TRANSPORTATION, TRAVEL AND LODGING

- 14.01 It is recognized by the Contractor and the Unions 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.

- 14.02 There shall be a free travel and accommodation zone established at eighty (80) kilometers by shortest public road from the job site.

- 14.03 Travel Allowances:

Employees assigned to work on a project outside the eighty (80) kilometer free zone established in Article 7.06 (a), shall be paid a travel and/or accommodation allowance according to the following:

- a. When travel allowance is applicable, the employee will be paid from their place of Residence;
- b. Travel allowance will be paid for the beginning and end of a project assignment, as well as for each "turn around" and segment of employment in which there is no work for a period of seven (7) days or more and again if the employee is laid off and recalled to the same project. Employees

who quit the job within twenty-one (21) days of commencing employment shall not be entitled to travel allowance;

- c. Travel allowances will not be used in calculating overtime;
- d. The amount of travel allowance shall be subject to negotiation and agreement between the Contractor and the Unions.

14.04 Turnaround Pay:

- a. 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:

0 km to 249 km:	Not Applicable
250 km to 500 km:	\$125.00
501 km to 750 km:	\$200.00
751 km to 1,000 km:	\$300.00
Over 1,000 km:	Flight or CRA payment to an equivalent flight

- b. 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.
- c. There shall be no cash payment in lieu of turnaround pay, unless otherwise mutually agreed between the Union and the Contractor.

14.05 Transfers: Stipulated rates of pay will be paid in all cases of transfers from one project to another.

14.06 Daily Travel: Daily travel time pay is to be discussed and mutually agreed to at the Pre-Job Conference but in any event, will not exceed one half (½) hour of the Employee's straight time hourly rate of pay.

14.07 Accommodation Allowance (To Be Determined at Pre-Job Conference):

- a. Accommodation allowance will be mutually agreed to by the Contractor and Unions.
- b. Accommodation allowance will be paid subject to the following conditions:
 - i. To be eligible for accommodation allowance an employee's permanent residence must be outside the free zone as defined in Article 7.06 (a).
 - ii. Accommodation allowance begins on the Employees initial travel day.

- iii. Accommodation allowances will be paid for all work days and all show-up days outlined in Article 9, including scheduled off days if Employees remain at the site at the request of the Contractor;
- iv. Camp room and board will be supplied in camp at no cost to the employee.
- v. Accommodation allowances will not be paid for any day on which an employee does not work of his own accord for reason other than job-related accident or illness.
- vi. The Contractor will not pay any compensation (such as a “living-out allowance”, “housing allowance” or “per -diem”) to any worker if that worker elects not to live at the facilities provided to the worker.

ARTICLE 15.00 – PRE-JOB CONFERENCE

15.01 Following award:

- a. The Contractor will notify the Unions that the project has been awarded. Prior to the start of the project a Pre-Job Conference will be held to determine all site-specific issues as outlined in the Agreement. This conference may be conducted through a meeting, or by some other practical means, as agreed to by the Parties. A Pre-Job Conference Information document will be distributed with Contractor contact information and manpower estimates (Attachment 3).
- b. A copy of the resulting Pre-Job Memorandum will be provided by the Contractor to the Unions.
- c. When hired on a specific job, Employees will sign a copy of the Pre-Job Memorandum, acknowledging that they have read, understood, and accepted its terms and conditions.

ARTICLE 16.00 – UNION/MANAGEMENT COMMITTEE

16.01 In the interest of achieving the Purpose of this Agreement established in Article 1 herein:

- a. The Parties agree to schedule Union/Management meetings once every three (3) months, or as required, during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Agreement.
- b. The Contractor and the Unions shall each appoint representatives to the Union/Management Committee. The Minutes shall record the business of each meeting and a copy shall be mailed to the Unions’ provincial offices.

16.02 A committee member attending the Union/Management meetings during regular working hours shall be entitled to his regular hourly rate of pay at the appropriate rate for all hours in attendance at such meetings.

ARTICLE 17.00 – OCCUPATIONAL HEALTH AND SAFETY

- 17.01 It is understood and agreed that the Parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act.
- 17.02 Any refusal of an employee to abide by Workers' Compensation Board Regulations or posted Contractor safety regulations will be cause for dismissal.
- 17.03 The Contractor agrees to make practicable provisions for the safety and health of its Employees on the Site C GSS Project.
- 17.04 The Contractor will publish safety rules and procedures in a Safety Manual and provide copies to the Unions and Employees.
- 17.05 Copies of the minutes of Safety Meetings shall be forwarded each month to the Union offices.
- 17.06 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 shift.
- 17.07 An employee who is injured on the job and who requires transportation from the work site to a physician or hospital shall receive such transportation provided for by the Contractor. Should an employee require hospitalization for a period of more than one (1) week, the Contractor will provide transportation to an available facility near the employee's home at no cost to the employee.
- 17.08 All safety matters shall be handled in accordance with the established Workers' Compensation procedures, the Contractor's Safety Manual, and applicable federal and provincial safety regulations.
- 17.09 Modified Work Programs: If an employee is injured on the job and requires medical attention, the employee is entitled to modified work. The employee must inform the attending physician and obtain the physician's authorization, or release, to participate in the modified work program.

The Contractor shall inform the physician of the types of modified work available to the employee and shall make the same available to the employee with the physician's approval.

ARTICLE 18.00 – BENEFITS AND PENSIONS

- 18.01 The Contractor shall make contributions at the rate as set out in Attachment 1, Schedule "A" for which hours are worked hereunder by each employee within the scope of this Agreement to the Unions' Pension Plan(s). This contribution will be based on hours worked, i.e. the same amount regardless of regular time or premium time hours worked. The Contractor is required to report on the forms provided by the Unions' Benefits Plan(s) and the Unions' Pension Plan(s).

Contributions must be forwarded by the Contractor to the Unions' Benefits Plan(s) and Unions' Pension Plan(s) by the fifteenth (15th) day of the month following that which contributions cover. Payments to the Unions' Benefits Plan(s) and Unions' Pension Plan(s) shall be made by cheque, payable to the appropriate Unions' Benefits Plan(s) and Unions' Pension Plan(s). Benefits which will be provided under this Plan are as follows:

- a. Weekly Indemnity benefits for non-occupational sickness and accident;
- b. Pension Plan(s);
- c. Such additional benefits as the Trustees of the Plan shall periodically determine.

ARTICLE 19.00 – TOOLS

- 19.01 All tradesmen shall supply their own tools common to their trade. Specialty tools shall be provided by the Contractor.
- 19.02 The Employees shall be held responsible for all tools issued to them by the Contractor. The Contractor shall provide adequate security for all tool storage on the site.
- 19.03 The list of tools to be supplied by trades shall be established by the Contractor in consultation with the Unions.

ARTICLE 20.00 – PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 20.01 The Contractor will furnish Employees with all safety equipment (including safety hats, liners, gloves and safety glasses), if and when required, and said equipment shall remain the property of the Contractor. Any worn out safety equipment will be replaced upon presentation of the worn-out equipment. The employee will be held responsible for loss or improper maintenance of Contractor-furnished items and will return such equipment to the Contractors at the end of employment in reasonable condition, subject to normal wear and tear.
- 20.02 All Employees shall furnish and wear Canadian Standards Association (CSA)-approved safety shoes/boots and rain gear (where required).

ARTICLE 21.00 – LEAVES OF ABSENCE AND BEREAVEMENT

- 21.01 The Contractor shall grant leaves of absence without pay for the following reasons:
 - a. Marriage of the employee;
 - b. Sickness of the employee's immediate family;
 - c. Death in the employee's immediate family;

d. Unions business or convention

21.02 Leaves of absence under Article 21.01 shall not exceed one (1) week unless time is mutually agreed upon between the Contractor and the employee.

21.03 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, step-child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandchild or grandparent.

21.04 Employees who fail to report for work, as scheduled, or fail to call in without giving a justifiable reason shall be deemed to have voluntarily quit.

ARTICLE 22.00 – GRIEVANCE PROCEDURE

22.01 Grievance means any difference or dispute concerning the interpretation, application, administration, meaning or alleged violation of this Agreement, including any question of whether a matter is arbitrable.

22.02 Either the Unions or Contractor shall have the right to initiate a grievance.

22.03 Regarding Step 3 Arbitration:

a. The Unions may proceed directly to Step 3 Arbitration when claiming damages resulting from any lockout of any Employee.

b. The Contractor may proceed directly to Step 3 Arbitration when claiming damages resulting from any strike, walkout, picketing, work stoppage or refusal to work on the part of any Employee of any Unions.

22.04 It is agreed by all Parties that they will make earnest attempts to resolve all grievances informally, at the lowest possible level possible.

Initiation of Grievance:

22.05 It is agreed that it is the spirit and intent of this Agreement to address grievances promptly. All grievances that may arise on any work covered by this Agreement must be initiated within fourteen (14) calendar days after the alleged grievance occurred, or that the employee or Union knew, or should have known, of the incident.

If the action or condition is of a recurring nature, this limitation 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.

22.06 Any action initiated by either the Union or Contractor (hereinafter called the grieving Party), represented, respectively, by the Union Steward, Crew Leader or Superintendent, shall be handled in the following manner:

- a. Step 1: A grievance shall be submitted in writing within fourteen (14) days of the act or condition causing the grievance. The Contractor 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.
- b. 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 Contractor. The Parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Contractor shall forward a written response to the griever and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.
- c. Step 3 - Arbitration:
 - i. If the Parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
 - ii. 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. 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.
 - iii. 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 Contractor in a hearing to ascertain both sides of the case.
 - iv. 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 Collective Agreement Arbitration Bureau to appoint a single Arbitrator.
 - v. The decision of the Arbitrator will be final and binding on the two Parties to the dispute and shall be applied forthwith.
 - vi. The Parties will equally bear the expense of the Arbitrator.

- vii. The Arbitrator appointed shall be empowered to render a decision or interpretation consistent with the provisions of this Agreement, but shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.
 - d. The time limits of this Article shall be strictly construed, and where they are not met, the grievance will be deemed abandoned and all rights and recourse under the law waived. Time limits may be extended by express mutual agreement of the Contractor and Unions.
 - e. The Contractor also has the right to pursue grievances through the above procedure and to arbitration, in which case the roles of the respective Parties in the procedure will be reversed.
- 22.07 The time limits mentioned in this Article shall be strictly construed and where they are not met the grievance shall be deemed to be abandoned and all rights of recourse at law shall be at an end. Time limits may be extended by mutual consent of the Contractor and the Unions, but the same must be in writing.
- 22.08 A probationary employee's discipline or termination may be the subject of grievance up to Step 3 or the grievance procedure and the disposition of the grievance shall be final and binding at this Step.

ARTICLE 23.00 – JURISDICTION

- 23.01 Prior to the commencement of project activity, the Contractor will have a Pre-Job Conference, as per Article 15.00, and markup in respect to work to be assigned and at this meeting the Contractor will notify the Unions of all work assignments that come within the scope of this Agreement.
- 23.02 The processes and considerations to be followed by the Contractor working under this Agreement in the assignment of work for the Site C GSS project shall be in accordance solely with the Contractor's discretion and the Contractor's decision will not be governed nor directed by jurisdictional guidelines, past practices, or traditional agreements, including the Jurisdictional Assignment Plan of the BC Construction Industry (JA Plan) unless there are any legal certifications or licensing requirements. The Unions agree that they will not have any recourse to the work assignments of the Contractor and will forego any grievance or jurisdictional dispute procedures.
- 23.03 The Contractor will have the right to determine the makeup of each crew, form "composite" crews made up of members of different Unions. assign these crews to multijurisdictional assignments and assign a foreman or Supervisor from any Union to direct these Employees.
- 23.04 Jurisdictional assignments/disputes shall not, at any time, cause a strike, walkout, suspension of work, study session, slowdown, refusal to perform tasks, or a work stoppage of any kind on the part of any Union, employee or group of Employees.

ARTICLE 24.00 – DISCIPLINE

- 24.01 An employee may be cautioned, warned, suspended or discharged from employment for "just cause" by the Contractor. Just cause may include without limitation, the refusal by an employee to abide by the Contractor's Job Rules, Camp Policy (Attachment 5), Drug and Alcohol Policy (Attachment 6) or Workplace Discrimination and Harassment Procedures (Attachment 7), Safety Policies or any other requirements of the Contractor or Owner.
- 24.02 In the event the Contractor determines it appropriate to issue a written warning notice of record or confirming notice of suspension or termination, a copy of this written notice will be forwarded to the Union and the appropriate Union Steward.

ARTICLE 25.00 – CAMP RULES

- 25.01 Please refer to Attachment 5: Camp Rules of this Agreement.

ARTICLE 26.00 – DRUG AND ALCOHOL POLICY

- 26.01 Please refer to Attachment 6: Contractor Drug and Alcohol Policy of this Agreement.
- 26.02 Contractor reserves the right to establish a different and/or more stringent Drug and Alcohol Policy at its discretion.

ARTICLE 27.00 – WORKPLACE DISCRIMINATION AND HARASSMENT

- 27.01 Please refer to Attachment 7: Workforce Discrimination and Harassment Procedures of this Agreement.

ARTICLE 28.00 – PUBLICATION

- 28.01 The Parties shall equally bear the costs associated with printing and publication of the Agreement.

ARTICLE 29.00 – DURATION

- 29.01 This Agreement is conditional on award of the Site C GSS Project by the Owner to the Contractor on or before February 28, 2018. 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 Contractor until completion of this Project. This Agreement shall remain in effect until December 31, 2024 and for further periods of one (1) year increments and only as it pertains to the Site C GSS Project. The Parties agree to a wage opener on, or before, January 1, 2019. If the Parties cannot agree on wages by that time, the matter will be referred to binding arbitration.

29.02 The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code.

ARTICLE 30.00 – AGREEMENT EXECUTION

30.01 This Agreement may be executed in counterparts such that all counterparts only constitute one (1) Agreement, albeit that each signatory may not be signatory to the original or same counterpart. Each counterpart shall be deemed to be an original. Furthermore, all of the counterparts taken together shall constitute one document.

Delivery of an executed counterpart by facsimile or other electronic form, provided it is legible (including without limitation tagged image format file (TIFF) or portable document format (PDF) forms), shall be equally effective and treated in the same vein as delivery of a manually executed counterpart.

SIGNATURE PAGE

Dated at Vancouver, B.C. this _____ day of _____ 2017.

SIGNED on behalf of AFDE GENERAL PARTNERSHIP

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

“Signature on File”

Authorized Representative

Authorized Representative

AFDE GENERAL PARTNERSHIP

“Signature on File”

Authorized Representative

Authorized Representative

AFDE GENERAL PARTNERSHIP

“Signature on File”

Authorized Representative

Authorized Representative

AFDE GENERAL PARTNERSHIP

SIGNATURE PAGE

Dated at Vancouver, B.C. this _____ 24th day of ____ October 2017.

SIGNED on behalf of AFDE GENERAL PARTNERSHIP SIGNED on behalf of POLY-PARTY UNION, i.e.:
.. CSWU LOCAL 1611; IUOE LOCAL 115 and CMAW

“Signature on File” – Steve Small VP Flatiron

Authorized Representative

Authorized Representative

“Signature on File” – Andrew B. Phillips VP Finance

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

SIGNATURE PAGE

Dated at Vancouver, B.C. this _____ day of _____ 2017.

SIGNED on behalf of AFDE GENERAL PARTNERSHIP

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

"Signature on File" – Manuel Alvernaz

Authorized Representative

Authorized Representative

CSWU Local 1611

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

SIGNATURE PAGE

Dated at Vancouver, B.C. this 14 day of October 2017.

SIGNED on behalf of AFDE GENERAL PARTNERSHIP · SIGNED on behalf of POLY-PARTY UNION, i.e.:
· CSWU LOCAL 1611; IUOE LOCAL 115 and CMAW

Authorized Representative Authorized Representative

Authorized Representative Aut horized Representative

Authorized Representative "Signature on File" – Wayne Mills
Authorized Representative

I.U.O.E. LOCAL 115

SIGNATURE PAGE

Dated at Vancouver, B.C. this _____ day of _____ 2017.

SIGNED on behalf of AFDE GENERAL PARTNERSHIP SIGNED on behalf of POLY-PARTY UNION, i.e.:
CSWU LOCAL 1611; IUOE LOCAL 115 and CMAW

Authorized Representative

Authorized Representative

“Signature on File” – Jan Noster, President

Authorized Representative

Authorized Representative

“Signature on File” – Paul Nedelec,
Secretary Treasurer

Authorized Representative

Authorized Representative

CMAW Canada

ATTACHMENT 1

**BC HYDRO SITE C GSS PROJECT
SCHEDULE "A"**

MANAGED OPEN SITE PARTNERING AGREEMENT

BETWEEN

AECON-FLATIRON-DRAGADOS-EBC GENERAL PARTNERSHIP

AND

POLY-PARTY BUILDING TRADES UNIONS

CONSTRUCTION AND SPECIALIZED WORKERS UNION – LOCAL 1611

INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 115

CONSTRUCTION MAINTENANCE AND ALLIED WORKERS

FOR

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
SITE C GENERATING STATION AND SPILLWAY PROJECT**

October 2017

SCHEDULE "A" - SITE C GSS PROJECT**MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS**

<u>Construction Craft Labourers</u>	*Jan 1, 2018	*May 1, 2019	*May 1, 2020	*May 1, 2021
• watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman	\$32.14	TBD	TBD	TBD
• labourer , signalman, dumpman, swam per, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator	\$32.38	TBD	TBD	TBD
• bobcat loader, instrument man-utility 1, caulked and cemented joint tile and pipelayer, manholer, concrete saw, heat fusion machine, jackhammer, and hydro broom (under 1,000 psi) (wet and dry)	\$32.63	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)	\$32.87	TBD	TBD	TBD
• first aid attendant level 2	\$32.97	TBD	TBD	TBD
• first aid attendant level 2 (with transportation endorsement)	\$33.07	TBD	TBD	TBD
• first aid attendant level 3	\$33.17	TBD	TBD	TBD
• concrete specialist	\$35.08	TBD	TBD	TBD

Apprentice Labourers

- refer to Appendix "A" - Apprentice Labourer Program (particularly parts A and C)

Premiums

• 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	10%	TBD	TBD	TBD

* Wage rates effective from January 1, 2018 through April 30, 2019.

† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.

SCHEDULE "F1.3" - SITE C GSS PROJECT
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

EFFECTIVE:
***JANUARY 1, 2018 TO APRIL 30, 2023**

EMPLOYER CONTRIBUTIONS (CALCULATED ON HOURS WORKED)	Apprentices at: Less than \$18.50/ hr	Apprentices at: \$18.50/ hr or more	All Other Classifications
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
TOTAL: Straight Time Hours	\$3.13	\$4.78	\$6.43
TOTAL: Time and One-half Overtime Hours	\$3.13	\$4.78	\$6.43
TOTAL: Double Time Overtime Hours	\$3.13	\$4.78	\$6.43
EMPLOYEE DEDUCTIONS (CALCULATED ON HOURS WORKED)	Apprentices at: Less than \$18.50/ hr	Apprentices at: \$18.50/ hr or more	All Other Classifications
Union Dues	\$0.90	\$0.90	\$0.90
CSW Training Society	\$0.35	\$0.35	\$0.35
BCYT Fund	\$0.10	\$0.10	\$0.10
Canadian Building Trades	\$0.01	\$0.01	\$0.01
TOTAL: Straight Time Hours	\$1.36	\$1.36	\$1.36
TOTAL: Time and One-half Overtime Hours	\$1.36	\$1.36	\$1.36
TOTAL: Double Time Overtime Hours	\$1.36	\$1.36	\$1.36
TOTAL MONTHLY REMITTANCES: (CALCULATED ON HOURS WORKED)	Apprentices at: Less than \$18.50/ hr	Apprentices at: \$18.50/ hr or more	All Other Classifications
TOTAL: Straight Time Hours	\$4.49	\$6.14	\$7.79
TOTAL: Time and One-half Overtime Hours	\$4.49	\$6.14	\$7.79
TOTAL: Double Time Overtime Hours	\$4.49	\$6.14	\$7.79

* This Schedule is effective from January 1, 2018 through April 30, 2023.

Crane Rental Agreement
SCHEDULE "A" - Site C Generating Station & Spillway Project
(Calculated on Hours Worked)

	January 1, 2018			May 1, 2019			May 1, 2020			May 1, 2021		
	Wages	HolPay 10%	Wages & HP	Wages	HolPay 10%	Wages & HP	Wages	HolPay 10%	Wages & HP	Wages	HolPay 10%	Wages & HP
Group #1: Crane Operator Rates - Conventional												
Under 20 Ton	\$43.12	\$4.31	\$47.43	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
020 - 050 Ton	\$43.98	\$4.40	\$48.38	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
051 - 099 Ton	\$44.46	\$4.45	\$48.91	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
100 - 149 Ton	\$44.93	\$4.49	\$49.42	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
150 - 199 Ton	\$45.42	\$4.54	\$49.96	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
200 - 249 Ton	\$45.91	\$4.59	\$50.50	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
250 - 299 Ton	\$46.35	\$4.64	\$50.99	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
300 - 349 Ton	\$47.98	\$4.80	\$52.78	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
350 - 399 Ton	\$49.61	\$4.96	\$54.57	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
400 - 449 Ton	\$51.21	\$5.12	\$56.33	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
450 - 499 Ton	\$52.82	\$5.28	\$58.10	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Group #2: Crane Operator Rates - Hydraulic												
Under 20 Ton	\$42.06	\$4.21	\$46.27	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
020 - 050 Ton	\$42.94	\$4.29	\$47.23	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
051 - 099 Ton	\$43.41	\$4.34	\$47.75	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
100 - 149 Ton	\$43.90	\$4.39	\$48.29	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
150 - 199 Ton	\$44.38	\$4.44	\$48.82	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
200 - 249 Ton	\$45.18	\$4.52	\$49.70	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
250 - 299 Ton	\$45.98	\$4.60	\$50.58	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
300 - 349 Ton	\$47.58	\$4.76	\$52.34	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
350 - 399 Ton	\$49.15	\$4.92	\$54.07	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
400 - 449 Ton	\$50.75	\$5.08	\$55.83	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
450 - 499 Ton	\$52.34	\$5.23	\$57.57	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>												

<p align="center">Crane Rental Agreement Schedule "A" Site C Generating Station & Spillway Project (Calculated on Hours Worked)</p>				
	*May 1, 2017	'May 1, 2018	'May 1, 2019	'April 30, 2020
Employer Contributions				
Benefits Plan	\$2.70	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	\$0.00	TBD	TBD	TBD
BCBCBTU Fund	\$0.00	TBD	TBD	TBD
TOTAL EMPLOYER CONTRIBUTIONS	\$9.93	TBD	TBD	TBD
Employee Deductions				
Working Dues	\$0.90			
BCBT Fund	\$0.07			
Canadian Building Trades Fund	\$0.01			
Coalition of BC Building Trades Fund	\$0.02			
TOTAL EMPLOYER DEDUCTIONS	\$1.00			
Total Remittances				
Total Remittance ST	\$10.93			
Total Remittance 1.5X	\$10.93			
Total Remittance 2.0X	\$10.93			
<p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
GROUP 1**

SCHEDULE "A2"

GROUP 1	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Minimum Straight Time Hourly Wage Rate	\$34.80	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (10%)	\$3.48			
EMPLOYER CONTRIBUTIONS:				
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL PACKAGE	\$47.59	TBD	TBD	TBD
<p>➤ Track excavator - 7 yards and up to 10 yards.</p> <p>➤ Shovels, all attachments - 10 yards and up to 15 yards (Apprentice/ Trainee required).</p> <p>➤ Kangaroo Model 1500 (Trainee required).</p> <p>➤ 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.</p> <p>➤ Front End Loaders and Scoop Trams, all types - 10 yards and up to 15 yards.</p> <p>➤ Tower Cranes/ Climbing Cranes - 10 ton capacity and over.</p> <p>➤ Heavy duty Mechanics, Welders, Mechanic Electrician, Bodyman Painters.</p> <p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
GROUP 2**

SCHEDULE "A2"

GROUP 2	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Minimum Straight Time Hourly Wage Rate	\$34.41	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (10%)	\$3.44			
EMPLOYER CONTRIBUTIONS:				
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL PACKAGE	\$47.16	TBD	TBD	TBD
<p>➤ Track excavator - 5 yards and up to 7 yards.</p> <p>➤ Shovels, all attachments - 7 yards and up to 10 yards (Apprentice/ Trainee required).</p> <p>➤ Kangaroo Model 750.</p> <p>➤ Front End Loaders and Scoop Trams, all types - 7 yards and up to 10 yards.</p> <p>➤ Aerial Cableways.</p> <p>➤ Whirley type Gantry Cranes.</p> <p>➤ Operator required to operate with boom length over 130 feet shall have his regularly hourly rate increased by fifty cents (\$0.50) per hour.</p> <p>➤ Tower Cranes/ Climbing Cranes - up to 10 ton capacity.</p> <p>➤ Concrete Mixing Batch Plants - up to 250 cubic yards per hour (Apprentice/ Trainee required).</p> <p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
GROUP 3**

SCHEDULE "A2"

GROUP 3	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Minimum Straight Time Hourly Wage Rate	\$33.64	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (10%)	\$3.36			
EMPLOYER CONTRIBUTIONS:				
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL PACKAGE	\$46.31	TBD	TBD	TBD
<p>➤ Track excavator - 3 yards and up to 5 yards.</p> <p>➤ Shovels, all attachments - up to 7 yards (Apprentice/ Trainee required).</p> <p>➤ Drill Doctors and Steel Sharpeners.</p> <p>➤ Refrigeration Mechanics.</p> <p>➤ Overhead and Front End Loaders, all types - 5 yards and up to 7 yards.</p> <p>➤ Scoop Trams and similar equipment - under 7 yards.</p> <p>➤ Crawler Tractor - D10.</p> <p>➤ Telehandler.</p> <p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
GROUP 4**

SCHEDULE "A2"

GROUP 4	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Minimum Straight Time Hourly Wage Rate	\$33.37	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (10%)	\$3.34			
EMPLOYER CONTRIBUTIONS:				
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL PACKAGE	\$46.02	TBD	TBD	TBD
<p>➤ Overhead Cranes.</p> <p>➤ Gantry Cranes.</p> <p>➤ Travel Lift Drott 1000.</p> <p>➤ Tireman - vulcanizing experience.</p> <p>➤ No Joint Concrete Casting Machines and similar types.</p> <p>➤ Mixer Mobiles - Mixer and Hoist Combination.</p> <p>➤ Concrete Pumps and Boom Attachment - 42 metres in length and over.</p> <p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
GROUP 5**

SCHEDULE "A2"

GROUP 5	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Minimum Straight Time Hourly Wage Rate	\$33.01	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (10%)	\$3.30			
EMPLOYER CONTRIBUTIONS:				
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL PACKAGE	\$45.62	TBD	TBD	TBD
<p>➤ Ross Carrier.</p> <p>➤ Gradalls.</p> <p>➤ Crawler Tractors in Tandem - one operator.</p> <p>➤ Rubber Tire Scrapers, all types and sizes when used in tandem - one operator.</p> <p>➤ Rubber Tired Scrapers, all types - 30 yards and over.</p> <p>➤ Track Excavator - under 3 yards.</p> <p>➤ Concrete Hopper Rail Car.</p> <p>➤ Mobile Concrete Pump with Boom Attachment - under 42 metres in length.</p> <p>➤ Derricks.</p> <p>➤ Overhead and Front End Loaders, all types - up to 5 yards.</p> <p>➤ Crawler Tractors D5, D6, D7, D8, D9 types.</p> <p>➤ Graders and Motor Patrols.</p> <p>➤ 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.</p> <p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
GROUP 6**

SCHEDULE "A2"

GROUP 6	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Minimum Straight Time Hourly Wage Rate	\$32.51	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (10%)	\$3.25			
EMPLOYER CONTRIBUTIONS:				
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL PACKAGE	\$45.07	TBD	TBD	TBD
<p>➤ Dozer Compactor.</p> <p>➤ Trenching Machines (Apprentice/Trainee required).</p> <p>➤ Rubber Tired Scrapers - under 30 yards.</p> <p>➤ Curbing Machine.</p> <p>➤ Concrete Spreaders or Finishing Machine Operators (all types and sizes).</p> <p>➤ Drills: Quarry Master, Reich, Bucyrus Erie, Benoto and similar types.</p> <p>➤ Mechanical Excavator (Mole)</p> <p>➤ Screening and Washing Plants - 75 yards per hour and over (Apprentice/Trainee required).</p> <p>➤ Mucking Machines (Conway 101 types).</p> <p>➤ 4, 3, 2, 1 Drum Hoists.</p> <p>➤ Drills: Exploration: Cable, Core, Rotary, Churn and similar.</p> <p>➤ Stationary Engineer (Chief).</p> <p>➤ Hydraulic Backhoes - Tractor Mounted (½ yard rated capacity and over).</p> <p>➤ Mechanical Tamping Machines, all types.</p> <p>➤ Crusher Operator (Apprentice/Trainee required).</p> <p>➤ Jumbo Form Setter - power driven.</p> <p>➤ Air Tugger.</p> <p>➤ Placo Operator.</p> <p>➤ Ditch Witch.</p> <p>➤ Construction Material and Man Hoist.</p> <p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
GROUP 7**

SCHEDULE "A2"

GROUP 7	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Minimum Straight Time Hourly Wage Rate	\$32.05	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (10%)	\$3.21			
EMPLOYER CONTRIBUTIONS:				
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL PACKAGE	\$44.57	TBD	TBD	TBD
<ul style="list-style-type: none"> ➤ 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. <p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
GROUP 8**

SCHEDULE "A2"

GROUP 8	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Minimum Straight Time Hourly Wage Rate	\$27.84	TBD	TBD	TBD
Vacation and Statutory Holiday Pay (10%)	\$2.78			
EMPLOYER CONTRIBUTIONS:				
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL PACKAGE	\$39.93	TBD	TBD	TBD
<p>➤ Forklifts, Bullmoose, Hysters, similar type equipment.</p> <p>➤ Elevator Operator.</p> <p>➤ Skid Steer Loaders - Bobcat and similar type (under 1 yard).</p> <p>➤ Mechanic Electrician Helper.</p> <p>➤ Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 hp and under).</p> <p>➤ Oiler.</p> <p>➤ Padman.</p> <p>➤ Fireman.</p> <p>➤ Mechanic's Helper.</p> <p>➤ Compressor under 1,000 cubic feet.</p> <p>➤ Compactors: self-propelled - other than on Asphalt Paving (under 15 tons).</p> <p>➤ Pumps (under 6").</p> <p>➤ Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment.</p> <p>➤ Assistant Driller.</p> <p>* Wage rates effective from May 1, 2018 through April 30, 2019.</p> <p>† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.</p>				

**OE HEAVY CONSTRUCTION
SITE C GENERATING STATION & SPILLWAY PROJECT
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

SCHEDULE "C"

ALL GROUPS

EMPLOYER CONTRIBUTIONS^o	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Union Benefit Plan	\$2.40	TBD	TBD	TBD
Union Pension Plan	\$6.00	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	\$0.65	TBD	TBD	TBD
Tool Allowance Fund	\$0.06	TBD	TBD	TBD
OE Advancement Fund	\$0.17	TBD	TBD	TBD
TOTAL EMPLOYER CONTRIBUTIONS	\$9.31	TBD	TBD	TBD
EMPLOYEE DEDUCTIONS^o	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Working Dues	\$0.76	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
TOTAL EMPLOYEE DEDUCTIONS	\$0.88	TBD	TBD	TBD
TOTAL EMPLOYER HOURLY REMITTANCES	*Jan 1, 2018	'May 1, 2019	'May 1, 2020	'May 1, 2021
Straight Time Hours	\$10.19	TBD	TBD	TBD
1.5X Overtime Hours	\$10.19	TBD	TBD	TBD
2.0X Overtime Hours	\$10.19	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, 2018 through April 30, 2019.

† A wage re-opener applies to May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022 and April 30, 2023. 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 2.0% of gross wages, i.e. base rate combined with all fringe benefits.

ATTACHMENT 1

BC HYDRO SITE C GSS PROJECT SCHEDULE "A"

CMAW Classifications, Wage Rates & Benefits for Year 1				
Effective January 1, 2018 to April 30, 2019				
Classification	Rate	Vacation	Benefits	Total
CMAW Certified Journey Person	\$37.00	\$3.70	\$6.86	\$47.56
CMAW Formsetter	\$33.30	\$3.33	\$6.45	\$43.08
CMAW Utility Person	\$27.75	\$2.78	\$5.84	\$36.37

ATTACHMENT 1

BC HYDRO SITE C GSS PROJECT SCHEDULE "A"

CLASSIFICATIONS & RATES OF PAY

1. Shift Premium:

- a. Employees shall be eligible for a premium of one dollar and seventy-five cents (\$1.75) per hour subject to the following:
 - i. The premium shall automatically apply when the majority of daily hours fall outside normal working hours of 7:00 am to 3:00 pm.
- b. When the majority of daily hours do not fall outside the normal working hours of 7:00 a.m. to 3:00p.m., the parties will meet before any such shift is implemented to agree on whether the shift differential applies and if so, its amount (maximum of one dollar and seventy-five cents (\$1.75) per hour).
- c. It is understood that the shift differential shall form part of the employee's base rate.

2. First Aid Attendant:

- a. The designated First Aid Attendant will be paid a premium as set out in the wage scale above. Employees will be paid according to the class of ticket they hold, not for the class of ticket that the job requires.

3. Amendments:

- a. It is understood and agreed that the wage rates and other provisions set out may be amended by mutual agreement between the Contractor and the Union for specific projects in order to enable the Contractor to compete with non-union competitors and/or with specific Union project agreement rates.

4. Review Process:

- a. Before May 1, 2019 the parties will meet to engage in a wage and benefit review process.

ATTACHMENT 2

**BC HYDRO SITE C GSS PROJECT
MEMORANDUM OF UNDERSTANDING**

MANAGED OPEN SITE PARTNERING AGREEMENT

BETWEEN

AECON-FLATIRON-DRAGADOS-EBC GENERAL PARTNERSHIP

AND

POLY-PARTY BUILDING TRADES UNIONS

**CONSTRUCTION AND SPECIALIZED WORKERS UNION – LOCAL 1611
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 115
CONSTRUCTION MAINTENANCE AND ALLIED WORKERS**

FOR

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
SITE C GENERATING STATION AND SPILLWAY PROJECT**

October 2017

ATTACHMENT 2

BC HYDRO SITE C GSS PROJECT MEMORANDUM OF UNDERSTANDING

RE: Aboriginal and First Nations Peoples Protocol

Reasonable efforts to co-operate with local Aboriginal or First Nations Peoples whose traditional territories are directly affected by the project will be made; and

Whereas various First Nation groups have voiced a desire to be provided with opportunities to enter the work force; and

Whereas some of the training and employment opportunities will be within the Bargaining Unit:

1. The Contractor shall make available to members of the designated First Nations groups opportunities to obtain employment and training that would permit them to obtain the basic knowledge, skills and practices necessary to succeed in the obtaining of regular employment.
2. No member of the Bargaining Unit will be laid off or disadvantaged as a result of such training.
3. Prior to the commencement of training the Contractor will notify the Unions of the First Nations persons participating in any training and employment opportunities.
4. To be eligible to participate in such training and employment opportunities the Contractor may require the First Nations member to have certain basic skills and education.
5. To be eligible to participate in these training and employment opportunities the individual must be designated by their "Band Chief" as a candidate for this program.
6. Persons will only be given one training and exposure opportunity.
7. All standard operating rules and policies of the Proponent shall apply to First Nations participants.
8. Persons participating in these training and employment opportunities will be paid in accordance with applicable hourly rates set out in this Agreement.
9. Persons will be required to pay the equivalent of Unions dues, but they will not be required to join the Unions or pay initiation fees.
10. First Nations persons participating in these training and employment opportunities will be covered by the various provisions of the Agreement save and except lay-off provisions and the grievance procedure as it applies to terminations.

ATTACHMENT 2
BC HYDRO SITE C GSS PROJECT
MEMORANDUM OF UNDERSTANDING

SIGNED on behalf of AFDE GENERAL PARTNERSHIP SIGNED on behalf of POLY-PARTY UNION, i.e.:
CSWU LOCAL 1611; IUOE LOCAL 115 and
CONSTRUCTION MAINTENANCE AND ALLIED
WORKERS

“Signature on File”

_____ Authorized Representative <i>AFDE GENERAL PARTNERSHIP</i>	_____ Authorized Representative
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“Signature on File”

_____ Authorized Representative <i>AFDE GENERAL PARTNERSHIP</i>	_____ Authorized Representative
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“Signature on File”

_____ Authorized Representative <i>AFDE GENERAL PARTNERSHIP</i>	_____ Authorized Representative
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ATTACHMENT 2

BC HYDRO SITE C GSS PROJECT MEMORANDUM OF UNDERSTANDING

SIGNED on behalf of AFDE GENERAL PARTNERSHIP

SIGNED on behalf of POLY - PARTY UNION, i.e.:
CSWU LOCAL 1611; IUOE LOCAL 115 and
CONSTRUCTION MAINTENANCE AND ALLIED
WORKERS

“Signature on File”

Stephen Small, VP of Business Development
Authorized Representative

Authorized Representative

“Signature on File”

Andrew Phillips, VP of Finance
Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

ATTACHMENT 2

BC HYDRO SITE C GSS PROJECT MEMORANDUM OF UNDERSTANDING

SIGNED on behalf of AFDE GENERAL PARTNERSHIP

SIGNED on behalf of POLY -PARTY UNION, i.e.:
CSWU LOCAL 1611; IUOE LOCAL 115 and
CONSTRUCTION MAINTENANCE AND ALLIED
WORKERS

_____ Authorized Representative	_____ "Signature on File" – Manuel Alvernaz Authorized Representative CSWU Local 1611
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_____ Authorized Representative	_____ Authorized Representative
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_____ Authorized Representative	_____ Authorized Representative
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ATTACHMENT 2

BC HYDRO SITE C GSS PROJECT MEMORANDUM OF UNDERSTANDING

SIGNED **on behalf of** AFDE GENERAL PARTNERSHIP SIGNED **on behalf of** POLY-PARTY UNION, i.e.:
CSWU LOCAL 1611; IUOE LOCAL 115 and
CONSTRUCTION MAINTENANCE AND ALLIED
WORKERS

Authorized Representative

Authorized Representative

“Signature on File” – Jan Noster, President

Authorized Representative

Authorized Representative
CMAW Canada

“Signature on File” – Paul Nedelec, Secretary
Treasurer

Authorized Representative

Authorized Representative
CMAW Canada

ATTACHMENT 2

BC HYDRO SITE C GSS PROJECT MEMORANDUM OF UNDERSTANDING

SIGNED **on behalf of** AFDE GENERAL PARTNERSHIP SIGNED **on behalf of** POLY-PARTY UNION, i.e.:
CSWU LOCAL 1611; IUOE LOCAL 115 and
CONSTRUCTION MAINTENANCE AND ALLIED
WORKERS

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

“Signature on File” – Wayne Mills

Authorized Representative

Authorized Representative

IUOE Local 115

ATTACHMENT 3

**BC HYDRO SITE C GSS PROJECT
PRE-JOB CONFERENCE**

MANAGED OPEN SITE PARTNERING AGREEMENT

BETWEEN

AECON-FLATIRON-DRAGADOS-EBC GENERAL PARTNERSHIP

AND

POLY-PARTY BUILDING TRADES UNIONS

**CONSTRUCTION AND SPECIALIZED WORKERS UNION – LOCAL 1611
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 115
CONSTRUCTION MAINTENANCE AND ALLIED WORKERS**

FOR

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
SITE C GENERATING STATION AND SPILLWAY PROJECT**

October 2017

ATTACHMENT 3

BC HYDRO SITE C GSS PROJECT PRE-JOB CONFERENCE

PROJECT INFORMATION

UNION: POLY-PARTY BUILDING TRADES

CONTRACTOR: AFDE GENERAL PARTNERSHIP

ADMINISTRATOR: _____

PURPOSE: Discuss details and answer questions relating to the project scope of work, safety and job requirements.

MEETING PLACE: _____

MEETING DATE: _____

TIME: _____

ATTACHMENT 3

BC HYDRO SITE C GSS PROJECT PRE-JOB CONFERENCE

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: _____

Approximate Completion Date: _____

3. CONTRACTOR PERSONNEL:

a. Project Manager: _____

Mobile Telephone #: _____

b. Superintendent: _____

Mobile Telephone #: _____

c. Safety Representative: _____

Mobile Telephone #: _____

d. Drug Test Result Coordinator: _____

Mobile Telephone #: _____

e. Labor Relations Administrator: _____

Mobile Telephone #: _____

ATTACHMENT 3

BC HYDRO SITE C GSS PROJECT PRE-JOB CONFERENCE

4. MANPOWER:

CRAFT (Including Apprentices)	PEAK	AVERAGE
Carpenters		
Labourers		
Operating Engineers		

5. OPERATIONAL INFORMATION:

Shift Schedule 1:	AM/ PM	AM/ PM
Shift Schedule 2:	AM/ PM	AM/ PM
Shift Schedule 3:	AM/ PM	AM/ PM
Pay Day:		
End of Day Period:		
First Aid Facilities:		
Sanitary Facilities:		

ATTACHMENT 4

**BC HYDRO SITE C GSS PROJECT
GRIEVANCE FORM**

MANAGED OPEN SITE PARTNERING AGREEMENT

BETWEEN

AECON-FLATIRON-DRAGADOS-EBC GENERAL PARTNERSHIP

AND

POLY-PARTY BUILDING TRADES UNIONS

CONSTRUCTION AND SPECIALIZED WORKERS UNION – LOCAL 1611

INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 115

CONSTRUCTION MAINTENANCE AND ALLIED WORKERS

FOR

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
SITE C GENERATING STATION AND SPILLWAY PROJECT**

October 2017

ATTACHMENT 4

BC HYDRO SITE C GSS PROJECT GRIEVANCE FORM

Grieving Party: _____ Today's Date: ____/____/ 20____

Party Filed
Against: _____ Date of Violation: ____/____/ 20____

Grievant Name: _____

Address: _____

Phone#: _____ Craft/Contractor: _____

Contract: _____

Supervisor's
Name: _____ Steward's Name: _____

Grievant's Signature: _____ Date: _____ 20____

Agent's Signature: _____ Date: _____ 20____

ATTACHMENT 5

**BC HYDRO SITE C GSS PROJECT
CAMP RULES**

MANAGED OPEN SITE PARTNERING AGREEMENT

BETWEEN

AECON-FLATIRON-DRAGADOS-EBC GENERAL PARTNERSHIP

AND

POLY-PARTY BUILDING TRADES UNIONS

**CONSTRUCTION AND SPECIALIZED WORKERS UNION – LOCAL 1611
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 115
CONSTRUCTION MAINTENANCE AND ALLIED WORKERS**

FOR

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
SITE C GENERATING STATION AND SPILLWAY PROJECT**

October 2017

ATTACHMENT 5

BC HYDRO SITE C GSS PROJECT CAMP RULES

These site-specific Camp Rules have been developed to create a safe, respectful, fair and equitable environment for the Staff and Residents staying at the Site C GSS Camp ("Camp"). These Rules do not apply to AFDE General Partnership personnel.

For the purposes of the Camp Rules the following definitions will apply:

Camp: To Be Determined.

Town Site: To Be Determined.

Staff: Workers employed by (TBD) and any other catering/accommodation workers.

Residents:

- AFDE General Partnership personnel, BC Hydro employees, Staff when not working, contractor employees, part time guests and other as may be required
- The following Rules & Policies have been established using the following documents:
 - B. C. Hydro Site C Main Civil Works Project "Contractor Drug and Alcohol Policy Requirement"
 - Workplace Discrimination and Harassment Policy
 - To Be Determined

The information in these Camp Rules was gathered from the above listed documents and compiled into the Camp Rules. The Camp Rules are not meant to replace the above documents but rather to gather all the information into one document for ease of reference. The Camp Rules may be modified as required.

The Camp accommodates Residents and Staff from a number of different companies and it is the intent of the Camp Rules that all violations will be handled in the same manner.

GENERAL CAMP INFORMATION:

- Dining Room Serving Hours: (TBD)
 - Breakfast: 0500 hrs. - 0700 hrs.
 - Lunch: 1200 hrs. - 1300hrs.
 - Dinner: 1700 hrs. - 1900 hrs.
- Check Out Time: 11:00 am

Phones:

- Phones are provided in each room and to dial out please dial "(TBD)" and then the phone number. Calling cards are required for long distance phone calls. Incoming phone calls can be made directly to room phones.

Parking:

- Parking only in designated parking areas

ATTACHMENT 5

BC HYDRO SITE C GSS PROJECT CAMP RULES

- Vehicles parked for the duration of the work period at Camp must be parked at the (To Be Determined) lot or in designated area.
- Recreation vehicles and trailers must be parked at (To Be Determined) lot or in designated area.
- No parking outside any Camp dorms or in-between dorms
- Private vehicles are parked at owners risk
- There will be two parking spots at the (To Be Determined) entrance designated as a “loading zone” for temporary use while checking in/out.

1.00 RULES:

These rules apply to the Camp Staff, Residents and guests which pertain to the general operation of the camp and provide the Staff, Residents and guests with the necessary information to enhance their stay at the camp.

1.01 Authority: Camp Staff will have the authority to enforce Camp Rules, up to and including denying Residents privileges and/or lodging.

1.02 Camp Dress Code: (To Be Determined) Examples include the following:

- No outdoor footwear in the:
 - Dining Room area
 - Core complex area
 - Dormitory area
- Dining Room:
 - No head coverings
 - No cover-all's or soiled work clothing
 - No muscle shirts
 - No Outdoor footwear
 - No Bare feet

1.03 Quiet Time: (To Be Determined - Examples Below):

- 2200 hrs. – 0500 hrs.
- 0700 hrs. – 1400 hrs.
- No partying, loud talking, loud music or loud TV

ATTACHMENT 5

BC HYDRO SITE C GSS PROJECT CAMP RULES

- 1.04 This Camp is a Non-Smoking facility: (To Be Determined) For instance:
- Smoking is not permitted anywhere indoors
 - Smoking is not permitted within ten (10) meters of any access door, window or building air intake
 - Smoking is permitted in the (To Be Determined) located at the (To Be Determined).
 - A cleaning fee (Amount to be Determined) will be charged for smoking in occupant's room
- 1.05 No overnight guests are permitted, guest to vacate facility by (To Be Determined) hours.
- 1.06 Drinking of alcoholic beverages or use, sale or distribution of illegal drugs is prohibited, per BC Hydro Site C GSS Project Contractor Drug and Alcohol Policy Requirements, unless otherwise agreed to as per Section 3.9 of this Labour Agreement.
- 1.07 Recreational vehicles (non-insured motorized vehicles, (i.e. ATV, Motorcycle, Snowmobile) shall not be operated within the (To Be Determined).
- 1.08 Licensed vehicles must comply with provincial regulations (i.e. occupants using seat belts, vehicle insured, etc.)
- 1.09 Maximum vehicle speed is (To Be Determined)
- 1.10 All garbage, cigarette butts or wrappings, bottles or cans are not to be left in the Camp area.
- 1.11 The (To Be Determined) Recreation Centre Complex: Swimming pool; Sauna and Changing Room are to be left clean and tidy. Any misuse of this area will result in loss of privileges.
- 1.12 The (To Be Determined) is for the use of BC Hydro employees, AFDE General Partnership Personnel and invited guests only.

2.00 **RULES:**

- 2.01 Conduct:
- No disrespectful or abusive behaviour (perceived or actual) towards Camp Residents, Staff or guests
 - All Residents, Staff or guests will give proper consideration to fellow Residents, Staff and/ or Guests

ATTACHMENT 5

BC HYDRO SITE C GSS PROJECT CAMP RULES

2.02 Noise:

- Residents and Staff shall not make a disturbance by the playing of radios, television, noisy conversations or parties, etc.

2.03 Food in Rooms:

- No cooking/heating of food in Residents rooms
- No dishes or utensils to be left in Resident rooms
- No taking and storing of Camp Caterer food in Residents rooms other than from the commissary. Residents take responsibility to ensure food is safe to consume (ie, best before dates, etc)

2.04 Pets:

- No pets allowed in the Camp complex
- No pets allowed in the (To Be Determined) without prior approval

2.05 Parking:

- Parking only in designated parking areas
- Vehicles parked for the duration of the work period at Camp must be parked at (To Be Determined) lot or in designated area.
- Recreation vehicles and trailers must be parked at (To Be Determined) lot or in designated area.
- No parking outside any Camp dorms or in-between dorms
- Non-compliance of parking may result in towing of the vehicle at the owner's expense.
- Private vehicles are parked at vehicle-owner's risk
- There will be two parking spots at the (To Be Determined) entrance designated as a "loading zone" for temporary use while checking in/out.

2.06 Property Damage:

- Persons who damage any property or cause unreasonable cleanup will be liable for costs to repair, replace and clean
- Property Damage is prohibited and includes, but is not limited to, the following:
- All acts of vandalism
- Wilful damage to any Camp property

ATTACHMENT 5

BC HYDRO SITE C GSS PROJECT CAMP RULES

- Wilful damage to any (To Be Determined) property
- Wilful damage to any BC Hydro property
- Room occupants are responsible for the replacement of damaged or missing room inventory

2.07 Weapons:

- Weapons (firearms, hunting equipment, explosives, knives, etc.) of any kind are prohibited in the camp complex, parking lots and any property owned or operated by B. C. Hydro, associated with this project.

2.08 Smoking:

- Within the Camp complex is prohibited
- Within the Occupants room is prohibited
- Smoking is permitted in the (To Be Determined), located at the (To Be Determined)

2.09 Drinking of alcoholic beverages:

- Is allowed only in the (To Be Determined),
- The (To Be Determined) when open, (To Be Determined) hours. only, and with
- Moderation, discretion and consideration for others

2.10 Drugs:

- Possession, distribution, sale or use of any illegal drugs, prescription drugs that are not prescribed to the employee or narcotics is prohibited, within the camp complex
- Possession, distribution, sale or use of any illegal drugs prescription drugs that are not prescribed to the employee or narcotics is prohibited, within the (To Be Determined)

2.11 Open flames, including candles, etc. in room is prohibited

2.12 Fighting:

- Fighting or violence is prohibited

2.13 Theft is prohibited and includes but is not limited to:

- Camp property, consumables, bedding, linen
- Camp food
- BC Hydro property

ATTACHMENT 5

BC HYDRO SITE C GSS PROJECT CAMP RULES

- Residents property

2.14 Harassment is prohibited and includes but is not limited to harassment:

- Of Camp Staff
- Of Camp Residents
- Of (To Be Determined) occupants
- Of Camp Guests

Payment: Any costs owed consequent to violating these policies (see Protocol Sections - To Be Determined) must be paid to the company involved (Camp Caterer or (To Be Determined)) within seven (7) days. Camp privileges may be withdrawn if payment is not made within seven (7) days. The seven (7) day payment deadline may be extended with approval of the Camp Manager.

DISCIPLINE

Any violation of Sections 1& 2 of this Protocol may result in discipline. For each violation it is expected that a documented warning will be issued for lesser offences and withdrawal of camp privileges for more serious offences.

DOCUMENTED WARNING:

Rule violations which are considered to be of a lesser offence will result in the Resident, Staff or Guest being issued a documented warning for the first violation. The second Documented Warning will result in a withdrawal of camp privileges.

Decisions regarding Documented Warnings will be decided by the Camp Manager or his delegate.

WITHDRAWAL OF PRIVILEGES:

Rule violations which are considered very serious will result in a loss of camp privileges immediately and the individual will vacate the Camp when safe to do so.

Violations of the following rules will result in immediate withdrawal of privileges: Smoking (Section 2.08), Drinking (Section 2.09), Drugs (Section 2.10), Open Flames (Section 2.11), Fighting (2.12), Property Damage (Section 2.6), Theft (Section 2.13), Harassment (Section 2.14) and Weapons (2.7).

Decisions regarding Withdrawal of Privileges will be decided by the (To Be Determined) (or its delegate) or the (To Be Determined) (or its delegate). The Camp Committee also has the ability to withdraw camp privileges in certain circumstances for Residents.

However, the avenue for disputing discipline will be different for (To Be Determined) Residents and non-(To Be Determined) Residents and Staff and they are as follows:

- (To Be Determined) Residents are governed under the (To Be Determined) provisions of the AFDE-Poly-Party Building Trades Partnering Agreement which has a camp committee (To Be Determined) and a grievance procedure.

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BC HYDRO SITE C GSS PROJECT CAMP RULES

- Non-(To Be Determined) Residents and Staff can dispute the discipline given by sending a written account to the (To Be Determined) or its delegate.

Security Services will be provided by the (To Be Determined). Security Services will provide applicable documentation to the (To Be Determined) or (To Be Determined) regarding alleged rule violations they are involved in. Security Services will be as per (To Be Determined). Maintained written daily security logs and reports to be issued to (To Be Determined) representative on a daily basis.

ATTACHMENT 6

**BC HYDRO SITE C GSS PROJECT
DRUG AND ALCOHOL POLICY**

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

ATTACHMENT 6

BC HYDRO SITE C GSS PROJECT DRUG AND ALCOHOL POLICY

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ATTACHMENT 6

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.

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

- 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.

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

- 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.

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

- 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;

ATTACHMENT 6

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

- 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

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

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.

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

- 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.

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

- 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:

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

- 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;

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

- 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. 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 that 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:

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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.

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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:

Drugs Tested	(EMIT) Initial Test Cut-off Level (ng/ml)	(GC/MS) Confirmation Test Cut-off Level (ng/ml)
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)	0.04%	0.04%

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.

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- 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;

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- 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

- 12.01 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.

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- 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

- 14.01 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.

ATTACHMENT 6

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

SIGNED on behalf of AFDE GENERAL
PARTNERSHIP

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

“Signature on File”

Authorized Representative
AFDE General Partnership

Authorized Representative

“Signature on File”

Authorized Representative
AFDE General Partnership

Authorized Representative

“Signature on File”

Authorized Representative
AFDE General Partnership

Authorized Representative

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PARTNERSHIP

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

"Signature on File"

Stephen Small, VP of Business Development
Authorized Representative

Authorized Representative

"Signature on File"

Andrew Phillips, VP of Finance
Authorized Representative

Authorized Representative

Authorized Representative

ATTACHMENT 6

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SIGNED on behalf of AFDE GENERAL
PARTNERSHIP

SIGNED on behalf of POLY-PARTY UNION, i.e.:
CSWU LOCAL 1611 ; IUOE LOCAL 11 5 and CMAW

“Signature on File” – Manuel Alvernaz

Authorized Representative

Authorized Representative
CSWU Local 1611

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

ATTACHMENT 6

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SIGNED on behalf of AFDE GENERAL SIGNED on behalf of POLY-PARTY UNION, i.e.:
PARTNERSHIP , CSWU LOCAL 1611; IUOE LOCAL 115 and CMAW

Authorized Representative

Authorized Representative

“Signature on File” – Jan Noster, President

Authorized Representative

Authorized Representative
CMAW Canada

“Signature on File – Paul Nedelec,
Secretary Treasurer

Authorized Representative

Authorized Representative
CMAW Canada

ATTACHMENT 6

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PARTNERSHIP CSWU LOCAL 16 11; IUOE LOCAL 115 and CMAW

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

“Signature on File” – Wayne Mills

Authorized Representative

Authorized Representative
IUOE Local 115

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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:

Immunalysis 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:

Drugs Tested	(ELISA) Initial Test Cut-off Level (ng/ml)	(LC/MS/MS) Confirmation Test Cut-off Level (ng/ml)
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)	0.04%	0.04%

ATTACHMENT 7

**BC HYDRO SITE C GSS PROJECT
WORKPLACE DISCRIMINATION & HARASSMENT PROCEDURES**

MANAGED OPEN SITE PARTNERING AGREEMENT

BETWEEN

AECON-FLATIRON-DRAGADOS-EBC GENERAL PARTNERSHIP

AND

POLY-PARTY BUILDING TRADES UNIONS

**CONSTRUCTION AND SPECIALIZED WORKERS UNION – LOCAL 1611
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 115
CONSTRUCTION MAINTENANCE AND ALLIED WORKERS**

FOR

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
SITE C GENERATING STATION AND SPILLWAY PROJECT**

October 2015

ATTACHMENT 7

BC HYDRO SITE C GSS PROJECT WORKPLACE DISCRIMINATION & HARASSMENT PROCEDURES

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ATTACHMENT 7

AFDE GENERAL PARTNERSHIP AND POLY-PARTY BUILDING TRADES UNIONS WORKPLACE DISCRIMINATION AND HARASSMENT PROCEDURES

1. ROLES & RESPONSIBILITIES

a. AFDE General Partnership and Poly-Party Building Trades Unions:

AFD Joint Venture (hereinafter the "Contractor") and the Poly-Party Building Trades Unions (hereinafter the "Union(s)") have demonstrated their commitment to creating a work environment in which all employees are treated with respect and dignity, free from discrimination and harassment by:

- i. Having a Policy defining workplace discrimination and harassment;
- ii. Informing contractors and employees about workplace discrimination and harassment, their rights and responsibilities; and
- iii. Having effective guidelines and procedures for dealing with complaints of discrimination and harassment.

b. Employees:

Each employee is responsible for conducting herself/himself within the framework of the Policy.

c. Contractors (as defined in the Contractor and Union Partnering Agreement):

The Contractor has specific responsibilities to create and maintain a workplace that is free from discrimination and harassment. The Contractor has a duty to ensure that discrimination and harassment is not allowed, condoned or ignored and may be considered responsible for the discrimination and harassment if there is a failure to take appropriate corrective action.

- d. Management and administrative staff, will, in some cases, be expected to participate in education programs and investigations. All parties to investigations shall be bound by section 5 of the Policy regarding confidentiality.

The Discrimination and Harassment Counselor has the following responsibilities:

- i. The Harassment Counselor position will be a shared responsibility of the Contractor representative and the Union representative
- ii. To review all Formal Complaints;
- iii. To appoint a neutral, independent investigator, where required;
- iv. To review all discrimination and harassment investigation reports;
- v. To meet with the Complainant and the Respondent to discuss the contents of the investigation report;
- vi. To consult with Legal Council to assess the investigation report;

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AFDE GENERAL PARTNERSHIP AND POLY-PARTY BUILDING TRADES UNIONS WORKPLACE DISCRIMINATION AND HARASSMENT PROCEDURES

- vii. In accordance with section 3(viii), to decide whether there has been a breach of the Policy and make recommendation for an appropriate remedy; and
- viii. To follow the steps outlined in section 4 (Results of Investigation) and implement or ensure implementation of actions proposed.
- ix. In any case where a complaint involves the Discrimination and Harassment Counselor as either a Complainant, a Respondent, a potential or actual witness, a neutral and independent investigator shall assume all roles and responsibilities of the Discrimination and Harassment Counselor under these procedures.

2. COMPLAINT PROCEDURE

Discrimination and harassment are sensitive issues in the workplace and therefore they require a process for dealing with complaints that is confidential to the fullest extent possible, (refer to section 5 of the Policy) flexible, and accessible.

The Contractor and the Unions encourage prompt reporting of all alleged violations of the Policy.

a. Initial Contact:

A person who experiences discrimination or harassment is encouraged to make it known to the harasser that the behaviour is unwelcome, offensive and contrary to the Policy. For whatever reason, if confronting the harasser is not possible, or if after confronting the harasser the behaviour continues, the Complainant is encouraged to seek the advice of the Discrimination and Harassment Counselor to discuss their concerns and the options for resolution.

Initially, employees may wish to discuss their concern without giving the name of the alleged harasser. This anonymity will be respected until the employee chooses a resolution process that requires further identification of the alleged harasser.

b. Informal Resolution Options:

An employee who believes that she/he has been subject to discrimination or harassment may choose from the following courses of action:

- i. Bring the matter to the attention of the person responsible for the conduct and ask that the conduct cease. If the conduct persists or if the employee does not feel comfortable discussing with the individual alleged to have harassed, option ii is available;
- ii. An employee may decide to:
 - Discuss concerns directly with the individual alleged to have harassed with the assistance of the Discrimination and Harassment Counselor to determine if the matter can be resolved informally;

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AFDE GENERAL PARTNERSHIP AND POLY-PARTY BUILDING TRADES UNIONS WORKPLACE DISCRIMINATION AND HARASSMENT PROCEDURES

- Request that the Discrimination and Harassment Counselor meet with the alleged harasser to discuss the complaint and to determine whether the matter can be resolved informally;
- Request that an external mediation be conducted by a professionally trained independent mediator (who shall be appointed by the Discrimination and Harassment Counselor);
- Initiate a Mutual Resolution (see section 2 (d));
- Decide to proceed to a formal investigation; or
- Decide to take no formal action.
- Informal complaints should be made within twelve (12) months of the date of the most recent incident occurring upon which the informal complaint is based. If an informal complaint is made after the (12) months the Discrimination and Harassment Counselor will process the complaint but may be hindered in the resolution process due to the length of time since the incident occurred.

c. Formal Resolution Options:

- i. File a Formal Complaint which will initiate an independent investigation;
- ii. File a Human Rights complaint;
- iii. File a grievance under the Contractor/Union Partnering Agreement.

Although the Informal Resolution Options are encouraged, Complainants are not required to pursue these options, and may choose to make a Formal Complaint immediately. Employees are reminded that there are many avenues for resolution as each situation is unique. Accordingly, this Policy is intended to be as flexible as possible.

Notwithstanding the provisions of the Policy, every employee continues to have the right to attempt to seek assistance, possibly from the B.C. Human Rights Commission, even when steps are being taken under this Policy. However, a formal investigation may not be pursued concurrently with other remedies such as a complaint to the B.C. Human Rights Tribunal or a process under any applicable collective agreement.

d. Mutual Resolution:

At the request of the Complainant and with the agreement of the Respondent, the Discrimination and Harassment Counselor or an independent and neutral designate (hereinafter the "Facilitator") may assist the individuals to resolve the complaint (hereinafter the "Mutual Resolution").

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AFDE GENERAL PARTNERSHIP AND POLY-PARTY BUILDING TRADES UNIONS WORKPLACE DISCRIMINATION AND HARASSMENT PROCEDURES

- i. The Facilitator's role is to help the Complainant and Respondent come to an agreement. It is not the Facilitator's role to advocate a position or impose a decision, or to investigate a complaint.
- ii. If the complaint is resolved through Mutual Resolution no written record will exist.
- iii. If Mutual Resolution is unsuccessful, the Complainant may elect to pursue Formal Resolution Options (see section 2(c)).
- e. Formal Complaint:
 - i. Filing a Formal Complaint will not prejudice an employee's right to access other remedies (i.e. Human rights complaint.)
 - ii. Formal Complaints must be in writing and must contain an account of the alleged conduct, when it occurred, where it occurred, the person(s) involved, and names of any witnesses. It must also be signed and dated by the Complainant (A sample Complaint Form is attached as Appendix "A");
 - iii. Formal Complaints must be made within six (6) months of the date of the most recent incident occurring upon which the Formal Complaint is based. Only in exceptional circumstances will the Discrimination and Harassment Counselor extend the six (6) month deadline.
 - iv. Within fourteen (14) calendar days of receipt of a completed Formal Complaint form, the Discrimination and Harassment Counselor will:
 - Confirm receipt of the Formal Complaint with the Complainant;
 - Notify the Respondent in writing that a Complaint has been made and also inform the Respondent that it is his or her right to be represented at any stage of the Formal Complaint.
 - v. The Respondent will be given an opportunity to reply to the Formal Complaint (the "Response") and may seek the assistance of a representative in preparing the Response (A sample Response form is attached as Appendix "B").
 - vi. Once the Respondent has received the Formal Complaint, the Respondent shall have fourteen calendar (14) days in which to provide a Response to the Discrimination and Harassment Counselor, who in turn will provide a copy of the Response to the Complainant.
- f. Withdrawal of Complaint before Investigation:

The Complainant may withdraw a Formal Complaint at any time before an investigation has commenced. The Complainant may withdraw a Formal Complaint after an investigation has been commenced with the consent of the Respondent. If the Complainant withdraws the Formal Complaint, the Complainant must provide a reason for the withdrawal of the Formal Complaint and the Discrimination and Harassment Counselor will then inform the Respondent and any others contacted with respect to the Formal Complaint that the Format Complaint has been

ATTACHMENT 7

AFDE GENERAL PARTNERSHIP AND POLY-PARTY BUILDING TRADES UNIONS WORKPLACE DISCRIMINATION AND HARASSMENT PROCEDURES

withdrawn. The Discrimination and Harassment Counselor has the discretion to still demand that an investigation be carried out.

g. Review of Withdrawal of Complaint *during* Investigation:

If a Formal Complaint is withdrawn before an investigation is completed, the investigator shall provide the Discrimination and Harassment Counselor with a brief summary of the nature of the Formal Complaint and the reasons for withdrawal. The Discrimination and Harassment Counselor shall review such summary and shall be entitled to instruct the investigator to complete the investigation of the Formal Complaint where:

- i. The Contractor and the Unions may be held vicariously liable for any alleged discrimination or harassment; or
- ii. Such alleged discrimination or harassment may have the effect of creating a Poisoned Work Environment; or
- iii. The complaint itself may be frivolous or vexatious.

h. Anonymous Complaints:

If an incident of discrimination or harassment is reported by an anonymous source identifying an alleged victim of discrimination or harassment, the Discrimination and Harassment Counselor shall meet with the alleged victim of discrimination and/or harassment to discuss this Policy, advise of available resolution options and document action taken.

Investigations cannot be undertaken on the basis of a request written and/or received anonymously. If an incident of discrimination or harassment is reported, but does not identify the alleged victim, no specific action will be taken, but such reports will be recorded.

i. Contractor/Union Initiated Investigations:

If the Complainant elects to pursue an Informal Resolution Option, and it results in an unsatisfactory conclusion, the Contractor and the Unions reserve the right to have an investigation conducted.

Where an allegation of discrimination or harassment comes to the attention of the Contractor and/or Unions which may be a violation of the policy, the Contractor and the Unions reserve the right to initiate an investigation.

3. INVESTIGATION PROCEDURE

- a. An external investigator will conduct all investigations. The investigation shall be conducted by a neutral off-site professional (the "Investigator") who has training and experience in the areas of

ATTACHMENT 7

AFDE GENERAL PARTNERSHIP AND POLY-PARTY BUILDING TRADES UNIONS WORKPLACE DISCRIMINATION AND HARASSMENT PROCEDURES

conflict resolution and human rights. The Investigator shall be hired and/ or appointed by the Discrimination and Harassment Counselor, who shall be available in an advisory role to the designated Investigator.

- b. The Discrimination and Harassment Counselor shall forward to the Investigator all the relevant documentation relating to the Formal Complaint. This will include, but not be limited to, the Formal Complaint and the Response.
- c. The investigation into the Formal Complaint will be conducted in a manner that ensures that both the Complainant and the Respondent shall each have an opportunity to be heard.
- d. Upon appointment, the Investigator will take all reasonable steps to fully investigate the Formal Complaint including, but not limited to, interviewing the Complainant, the Respondent, the Discrimination and Harassment Counselor and any potential witnesses to the alleged harassing conduct. In conducting the investigation, the Investigator will uphold the confidentiality provisions of the Policy.
- e. At any time during the investigation, the Complainant and the Respondent may agree to resolve the Formal Complaint. However, the Discrimination and Harassment Counselor retains the right under section 2(e), 2(f) and 2(i) to instruct the Investigator to complete the investigation.
- f. The Investigator will submit a report to the Discrimination and Harassment Counselor in a timely manner. The report shall contain:
 - All documentation and relevant evidence obtained in the course of the investigation, including information that the Discrimination and Harassment Counselor may direct;
 - A summary of relevant facts;
 - A summary of the relevant legislation and applicable case law;
 - An opinion as to whether the act(s) complained of constitute discrimination or harassment as defined in the Policy and/or at law; and
 - Recommendations for resolution (the "Report").
- g. After reviewing the Report, the Discrimination and Harassment Counselor shall meet with the Complainant and Respondent to discuss the contents of the Report and to provide them with copies of the Report. Each shall have an opportunity to respond to the Report. This response shall be made, in writing, within ten (10) calendar days of receiving the Report.
- h. On the basis of the Investigator's Report, the parties' responses, and all other relevant information, the Discrimination and Harassment Counselor shall:

ATTACHMENT 7

AFDE GENERAL PARTNERSHIP AND POLY-PARTY BUILDING TRADES UNIONS WORKPLACE DISCRIMINATION AND HARASSMENT PROCEDURES

- Decide whether there has been a breach of the Policy or the law (i.e. whether discrimination or harassment has taken place); and
- Make recommendations for corrective action.

4. RESULTS OF THE INVESTIGATION

a. If Formal Complaint is Substantiated:

- i. The Discrimination and Harassment Counselor will recommend appropriate corrective action where it is found by the Discrimination and Harassment Counselor that the Respondent has breached the Policy or the law.
- ii. In determining appropriate corrective action, the following factors may be considered:
 - The presence of aggression (psychological or physical);
 - Whether the discrimination or harassment was a single or repeated act;
 - The relationship of the Complainant and the Respondent;
 - The impact of the discrimination/harassment on the Complainant and others;
 - Whether the Respondent admitted responsibility and expressed willingness to change;
 - History (if any) of complaints against the Respondent and whether earlier attempts to correct the misconduct have been tried and failed;
 - Whether there was retaliation against the Complainant;
- iii. The Discrimination and Harassment Counselor will make a decision as to the required corrective action, taking into consideration the recommendations of the Investigator. Where the results of the investigation support a finding of discrimination or harassment, the following (or a combination of the following) may be recommended forms of corrective action:
 - Mediation between the Complainant and the Respondent;
 - Discipline to the Respondent with the incident documented in the Respondent's personnel file;
 - Sensitivity awareness training;
 - Review and modification of policy, procedures and practices;
 - The requirement to provide a verbal and/or written apology;
 - Reassignment of working arrangements;
 - Termination of employment;
 - Mandatory counselling; and

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- Strategies designed to eliminate and/or prevent discrimination or harassment (i.e. revised supervision, etc.).
 - iv. The Complainant and the Respondent will be advised of the recommended corrective action within thirty (30) days of receipt of the Report from the Discrimination and Harassment Counselor.
 - v. Only where formal disciplinary action has been implemented as a result of an investigation will a notation be made in the Respondent's personnel file. This notation will indicate that the Respondent has breached the Policy, the nature of the breach and the discipline imposed.
- b. If Formal Complaint is Unsubstantiated:
- i. Where the results of the investigation do not support the Formal Complaint, a copy of the Report shall be placed on the investigation file, and the file will be closed.
 - ii. Even in the event that a Formal Complaint is unsubstantiated, a conflict or problem may still exist, such that it needs to be addressed. Upon reviewing the investigation file, the Discrimination and Harassment Counselor may find it appropriate, considering all the evidence, to make recommendations for corrective action.
 - iii. Where, as a result of an investigation, it is determined that an employee has made a frivolous or vexatious complaint, then formal disciplinary action may be taken against the employee.

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APPENDIX "A": COMPLAINT FORM

I, _____, (Complainant's Name), working at: _____
_____ (Employer's Name and Address) have reasonable grounds to
believe that _____ (Respondent's Name) has discriminated against/
harassed me in the course of employment at _____ (Employer's Name and
Address) on or about the _____ day of _____, 20____ in contravention of the AFDE General
Partnership and Poly-Party Building Trades Unions Workplace Discrimination and Harassment Policy.

I understand that it is my right to be represented by a person of choice at any stage of this Complaint.

The Particulars, are as follows:

I have read the confidentiality provisions as set out in the Policy. I agree to abide by these provisions and understand that a breach of confidentiality contravenes the Policy and is subject to disciplinary action.

Signed at _____, BC, this _____ day of _____ 20____

Complainant's Signature

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APPENDIX "B": RESPONSE FORM

I, _____, (Respondent's Name), have read the Complaint as submitted

by: _____ (Complainant's Name), dated the: _____ day of _____

alleging that I have discriminated against/ harassed him/ her in contravention of the AFDE General Partnership and Poly-Party Building Trades Unions Workplace Discrimination and Harassment Policy.

I understand that it is my right to be represented by a person of choice at any stage of this Complaint.

My Response to the Allegations, are as follows:

I have read the confidentiality provisions as set out in the Policy. I agree to abide by these provisions and understand that a breach of confidentiality contravenes the Policy and is subject to disciplinary action.

Signed at _____, BC, this _____ day of _____ 20____

Respondent's Signature