

Ahn, Sohee JTI:EX

From: Keast, Gordon GCPE:EX
Sent: Friday, October 28, 2011 11:35 AM
To: Baskerville, Shannon JTI:EX
Cc: Smollett, Debbie JTI:EX; Ahn, Sohee JTI:EX; McAndrews, Caroline GCPE:EX
Subject: REVISED News Release - URGENT
Attachments: NR_NorthernSkillsPilotV7_11am_Oct28.docx

Hi, based on recommendations from Advanced Ed have revised news release parts referring to low literacy levels. Please see attached for your review/approval. Thanks.

NEWS RELEASE

For Immediate Release
[release number]
[Date]

Ministry of Jobs, Tourism and Innovation

New skills training pilot for northern B.C.

Revised Oct 28 – 11:30 am

PRINCE GEORGE – The B.C. government has formed a partnership with the United Steelworkers Union (USW) to pilot new skills training for its members in the North, with a focus in the areas of forestry and mining. A total of \$2.9 million is being provided for this Northern Skills Training Pilot over the next 18 months.

This initiative is part of the commitment made in the Canada Starts Here: the BC Jobs Plan to enhance training opportunities to meet regional labour market needs. With major projects underway and planned in BC's north, this partnership helps fill the need for increasingly skilled workers.

As an umbrella union, with over 6,000 members and their employers, the steelworkers union is a large and diverse union which is uniquely positioned to encourage and help workers to upgrade their skills and take advantage of new job opportunities.

According to a 2003 study, more than half of the forestry and mining workers in the north have low literacy and numeracy levels. The pilot will enable the union to offer supports in key areas such as language and literacy training, technology upgrades, numeracy and document use. The essential skills training will be provided by the union through local service providers.

Funding for the Northern Skills Training Pilot is provided through the Canada/British Columbia Labour Market Agreement.

Quotes:

Pat Bell, Minister of Jobs, Tourism and Innovation

"Forestry and mining are key sectors in the B.C. Jobs Plan and this new partnership will allow us to better reach out to the workers in these industries and provide essential skills upgrading. This new pilot is an important step in meeting the challenge of ensuring we have the skilled workers needed to fill existing and future job opportunities in northern B.C. "

Frank Everitt, President of United Steelworkers 1-424:

"We're anxiously looking forward to working with our members and their employers to enhance their skills to meet the emerging challenges in our industries with increased technology and growth. We recognize that many new opportunities for employment in Northern British Columbia are expanding with the upswing in economic activity and there will be increasing need for a much larger skilled workforce in this region."

Ahn, Sohee JTI:EX

From: Keast, Gordon GCPE:EX
Sent: Thursday, October 27, 2011 11:57 AM
To: Ahn, Sohee JTI:EX
Cc: McAndrews, Caroline GCPE:EX
Subject: QA_NorthernSkillsTrainingPilotV2_Oct27_12pm
Attachments: QA_NorthernSkillsTrainingPilotV2_Oct27_12pm.docx

Importance: High

Sohee, with answers. Could you please review for me. Thanks.

Pages 4 through 7 redacted for the following reasons:

S13

Ahn, Sohee JTI:EX

From: Keast, Gordon GCPE:EX
Sent: Friday, November 4, 2011 9:09 AM
To: Ahn, Sohee JTI:EX
Cc: McAndrews, Caroline GCPE:EX
Subject: RE: Steelworkers training program - panel discussion CBC

S13

From: Ahn, Sohee JTI:EX
Sent: Friday, November 4, 2011 9:03 AM
To: Keast, Gordon GCPE:EX
Cc: Ferguson, Suzanne A JTI:EX
Subject: RE: Steelworkers training program - panel discussion CBC

I heard it on the radio but cannot access this transcript without a login id and password.

S13

Sohee Ahn
(250) 952-6567

From: Keast, Gordon GCPE:EX
Sent: Friday, November 4, 2011 8:53 AM
To: Ahn, Sohee JTI:EX
Cc: Ferguson, Suzanne A JTI:EX
Subject: Steelworkers training program - panel discussion CBC

Hi, political panel debates Steelworker training program.

<http://tno.gov.bc.ca/tno/servlet/tno.otis.servlet?command=showstory&type=Talk+Radio&publication=CBCV&series=CBC+On+the+Island&rsn=92301731&alert=yes>

Gordon Keast
Senior Public Affairs Officer
Ministry of Jobs, Tourism and Innovation
Tel: 250 356-7104
Gordon.Keast@gov.bc.ca

Ahn, Sohee JTI:EX

From: Ahn, Sohee JTI:EX
Sent: Tuesday, October 25, 2011 3:09 PM
To: 'usw1-424frank@telus.net'
Cc: Ferguson, Suzanne A JTI:EX
Subject: Contract
Attachments: NST pilot agreement - Transfer Under Agreement Final.pdf

Frank,

As we discussed on the telephone, attached is the final Transfer Under Agreement. Can you please print the contact, sign where indicated in the left column of the signature block on page 11 and fax this page to my attention at 250-387-0878, and send by mail the original signature page (blue ink is preferred)? Once we have the faxed page, Shannon, our ADM will sign it and we will have a complete, executed contract.

We will also send back to you a complete contract, with Shannon's original signature page for your records.

Thanks for your assistance to get this contact executed. Suzanne and I really look forward to working with you and the USW to make this pilot a success!

Sohee Ahn
Executive Director, Policy and Stakeholder Relations Branch
Ministry of Jobs, Tourism and Innovation
(250) 952-6567



Our Ref: 63655

November 4, 2011

Frank Everitt
President
Northern Interior Woodworkers Holding Society
#100-1777 Third Avenue
Prince George, BC V2L 3G7

Dear Mr. Everitt: *Frank*

Enclosed is the signed original Transfer Under Agreement between the United Steelworkers and the Province of British Columbia to deliver the Northern Skills Training Pilot for your records.

I look forward to working with you to ensure that the pilot successfully assist your members to acquire essential skills and up skilling.

Sincerely,

Sohee Ahn
Executive Director, Policy and Stakeholder Relations Branch

pc: Suzanne Ferguson
Executive Director, Labour Market Policy and Intergovernmental Relations



Steelworkers, Local 1-424

Serving the Northern Interior of British Columbia

Suite 100, 1777 3rd Avenue, Prince George, BC, V2L 3G7

TEL.250.563.7771 800.565.3641 FAX.250.563.0274

www.steelworkers1424.ca

FAX COVER PAGE

Attention:

Sohee Ahn

Date:

OCT 25/2011

Company:

BC Government

Fax Number:

250-387-0878

From:

Frank Everitt

Number of Pages:

(2)

Subject:

Contract # C-12-NST-001

COMMENTS

Thanks for your assistance
in getting this done ASAP.
Frank

FRANK EVERITT
President

BRIAN CROY
1st Vice President

ROD PARK
2nd Vice President

SHANNON EUVERMAN
3rd Vice President

BRIAN O'ROURKE
Financial Secretary

KELLY ROMMEL
Recording Secretary

Pages 12 through 13 redacted for the following reasons:

S14

Northern Skills and Training Pilot Rationale

October 21, 2011

Pilot Objective:

- To pilot the delivery of an essential skills training initiative aimed at up-skilling unionized employed and potential workers in the forestry and mining sectors in the northern regions of the Cariboo, Nechako, and North East.

Procurement:

- Pilot is a direct award to the United Steelworkers Union – total value: \$2,978,840.
- The Direct award is based on the Provincial Government's Core Policy and Procedures Manual Section 6.3.3 (a) which states that a ministry can direct award a contract over \$25k where it can be demonstrated that only one Contractor (sole source provider) is qualified, or is available, to provide the goods and services.
- The Ministry of Jobs, Tourism and Innovation has identified the United Steelworkers (USW) as a sole source provider to deliver the pilot based on the following:
 - The USW is the largest and most diverse union in the forestry and mining sectors in the north with access to more than 6,000 employed members.
 - The forestry and mining sectors in the north have the highest levels of employed adult workers with low levels of literacy and numeracy skills (60%) in comparison to the rest of the province.
 - The pilot will leverage USW's relationship with employers and ability to influence their members to get the essential skills training and up-skilling needed to work and prosper in the forestry and mining sectors in their home communities.
 - With major projects underway and planned in BC's north, key sectors such as forestry and mining continue to face significant challenges in finding the skilled workers needed to fill existing and upcoming job opportunities. There are no other organizations in the north that have the direct access to the number of workers in the forestry and mining sectors that the USW has.

Value for Money:

- The average cost per Participant for the pilot is \$3,500. The pilot costs are consistent with other Ministry essential skills programs including the Skills Plus Program and Essential Skills Workplace Training Program in the Retail and Tourism sectors – both operating at an average cost per client of \$3,500.

Accountability:

- The pilot is an outputs based Agreement with payments made based on the delivery of services and the receipt of defined financial and performance reporting requirements.

- The total financial contribution is based on the services for a total of 840 participants at 35 key USW worksites. Should the results be lower, payments will be adjusted to reflect the actual level of service provided.

Pages 16 through 19 redacted for the following reasons:

S14

From: Ahn, Sohee JTI:EX

Sent: Wednesday, October 19, 2011 1:52 PM

To: Ferguson, Suzanne A JTI:EX

Subject: FW: Rush REQUEST for 2 pm: Transfer Under Agreement for LMA Northern Skills and Training Pilot

Here is the link to the agreement

http://www.hrsdc.gc.ca/eng/employment/partnerships/lma/bc/bc_lma.shtml

Sohee Ahn
(250) 952-6567

Ferguson, Suzanne A JTI:EX

From: Baskerville, Shannon JTI:EX
Sent: Friday, October 21, 2011 7:44 AM
To: Ahn, Sohee JTI:EX; Ferguson, Suzanne A JTI:EX
Subject: Fw: Update: Northern Training Pilot Concept Proposal

See below re: dana's comments - by end of day would be good if we could respond addressing all that she has noted.
Thx

From: Hayden, Dana JTI:EX
Sent: Friday, October 21, 2011 04:01 AM
To: Baskerville, Shannon JTI:EX
Subject: Re: Update: Northern Training Pilot Concept Proposal

That's fantastic Shannon. Thanks for keeping me in the loop on this. Though we haven't had the time to talk, I've been following your progress.

S13

Dana Hayden
Deputy Minister,
Ministry of Jobs, Tourism and Innovation

On 2011-10-20, at 10:55 PM, "Baskerville, Shannon JTI:EX" <Shannon.Baskerville@gov.bc.ca> wrote:

Dana

Sohee and Suzanne Ferguson met with Frank Everitt last night to review the draft agreement and there are no issues. S14 George and me and our staff are meeting tomorrow am for final run through. I believe we can have a signed agreement Friday pm – or Monday latest.

From: Baskerville, Shannon JTI:EX
Sent: Tue, October 18, 2011 4:33 PM
To: Hayden, Dana JTI:EX
Subject: Update: Northern Training Pilot Concept Proposal

Dana – the following is the latest progress (we are on the home stretch) for the Pilot with the USW:

- Negotiations with the Steelworkers are now almost complete and a draft Contract Agreement has been developed. We went through yesterday both Schedule A and B – and there are no outstanding issues.
- S14 and we will be sending the USW a complete **draft** of the Agreement for review later this afternoon.
- We will be meeting with Frank Everitt, President, USW tomorrow at 6pm in Vancouver to review the draft agreement line by line. We expect they will want to have their legal counsel review the Agreement before signing, however we are confident a final Agreement can be reached by the end of the week or Monday at the latest.
- The draft Agreement is an overall value of \$2.978M and will serve a total of 840 clients which works out to an average cost per client of \$3,546 per client. The cost is in line and comparable with other LMA essential skills programs which operate with an average cost per client of \$3,500 as well.
- I am meeting with George Farkas on Friday morning to review the Agreement and get EFO pre-approval before officially signing.
- Staff are also working closely with GCPE to develop a supporting communications package that will include a News Release of which we are targeting to go out mid next week before the Minister leaves for Asia. We also have the materials almost ready for the Labour Market Sector Solutions to segue the Pilot announcement for opportunities with other sectors.

Shannon

From: Hayden, Dana JTI:EX
Sent: Thursday, October 13, 2011 5:27 PM
To: Baskerville, Sharon JTI:EX
Subject: Re: Update: Northern Training Pilot Concept Proposal

Thanks. Good work

Dana Hayden

Deputy Minister,

Ministry of Jobs, Tourism and Innovation

On 2011-10-13, at 4:59 PM, "Baskerville, Sharon JTI:EX" <Shannon.Baskerville@gov.bc.ca> wrote:

Hi Dana – update from today from discussions with USW and Myrt Turner this morning. The call went really well. We reviewed their \$2.9M budget and asked for more clarification on what went into building the budget, including greater detail on how they arrived at an average per client cost

S13

S13

We also reviewed Schedule A of the contract, which outlines in detail the program elements, the deliverables, accountability provisions and timelines. With a few minor edits, I think we have reached agreement on Schedule A.

Our next steps / meeting with the USW are as follows:

- Oct. 14 - USW will provide us a revised budget
- Oct. 17 - We will build the budget into a Schedule B and share both Schedules A and B with the USW by end of day
- Oct. 18 – provide USW with the final contract, including all boilerplate provisions and other schedules / appendices to the contract

- Oct. 19 –meet with Frank Everitt, USW's president in Vancouver to review, line by line, the terms of the contract, including Schedules A and B. Our goal is to by the end of the meeting, arrive at a clear understanding of the terms of the contract and leave with an agreement in principle with Frank.
- Week of Oct. 24 – formally sign the agreement (this provides the USW with a chance to review with their legal counsel the contract before they sign).

S13, S14

George and I are scheduled to meet on Monday October 17 to review the contract with the team, including the budget and rationale to support the value for money analysis and accountability provisions, so everything is done on our end to conclude discussions with Frank on Wednesday October 19.

Shannon Baskerville

Assistant Deputy Minister
Ministry of Jobs, Tourism and Innovation
Tel: 250-387-5640
Cell: 250-216-0712
Fax: 250-952-0351
shannon.baskerville@gov.bc.ca

From: Baskerville, Shannon JTI:EX
Sent: Wednesday, October 12, 2011 5:24 PM
To: Hayden, Dana JTI:EX
Subject: Update: Northern Training Pilot Concept Proposal

S13

S13

Shannon Baskerville

Assistant Deputy Minister
Ministry of Jobs, Tourism and Innovation
Tel: 250-387-5640
Cell: 250-216-0712
Fax: 250-952-0351
shannon.baskerville@gov.bc.ca

From: Baskerville, Shannon JTI:EX
Sent: Tuesday, October 11, 2011 3:22 PM
To: Hayden, Dana JTI:EX
Subject: Update: Northern Training Pilot Concept Proposal

Dana,

Staff indicated they had good discussions on Friday with the USW and their training provider Myrt Turner, whom the USW are proposing as their primary contractor to deliver assessment and case management services to support worker training.

At the end of the Friday's discussion, staff confirmed with the USW that they are in agreement about the parameters of the pilot, including the scope of services and activities, accountability requirements and need for demonstrated results, and implementation timelines.

S13

USW and Myrt agreed that there was a need to demonstrate value-for-money and the value proposition of their funding approach, and agreed to take another look at the budget and provide a revised draft by end of day this Wednesday. Staff agreed to provide the USW with a draft contract and Schedule A which outlines the scope of services and activities. A follow up conference call will be held on Thursday, Oct. 13 to discuss the documents and funding. A further face to face meeting has been tentatively scheduled in Vancouver on Oct. 18 or 19, if necessary, to iron out any final details with the goal to sign an agreement by Oct. 20.

If you would like further briefing – please let me know.

Shannon

Ferguson, Suzanne A JTI:EX

From: Ahn, Sohee JTI:EX
Sent: Thursday, October 20, 2011 2:17 PM
To: 'Terry Tate'
Cc: Ferguson, Suzanne A JTI:EX
Subject: RE: Final Draft NST Pilot Agreement for review

Great. Thanks Terry.
Hope you had an uneventful flight back. We will touch base with you around 1 pm tomorrow afternoon.

Sohee Ahn
(250) 952-6567

From: Terry Tate [<mailto:terry@usw1-424.ca>]
Sent: Thursday, October 20, 2011 1:57 PM
To: Ahn, Sohee JTI:EX
Subject: RE: Final Draft NST Pilot Agreement for review

Thanks, Sohee, the dates are fine Nov 30th, will have the outreach plan and contracts for contractors by the 14th of November no problem

Cheers, Terry

From: Ahn, Sohee JTI:EX [<mailto:Sohee.Ahn@gov.bc.ca>]
Sent: Thursday, October 20, 2011 12:21 PM
To: Frank Everitt; Terry Tate; Brian O' Rouke
Cc: Ahn, Sohee JTI:EX; Ferguson, Suzanne A JTI:EX
Subject: Final Draft NST Pilot Agreement for review

Hi everyone, thank you again for coming down to Vancouver to review the Agreement. As agreed, Suzanne and I have made the amendments discussed. Suzanne has highlighted in yellow the changes made. We did not highlight the minor formatting changes only areas where the wording was changed. In addition, as discussed we have replaced the word "client" with the word "participant" throughout the document. Also, the updated LMA intake, exist, activity report and communications guide have been added into the document as appendices to Schedule A.

Please advise if you have any further questions. Suzanne is heading back to Victoria now and can be reached later this afternoon. We will be in touch with you tomorrow early in the afternoon regarding status.

Sincerely,

Sohee/Suzanne

Sohee Ahn
Director, Ministry Operations
Ministry of Regional Economic and Skills Development
(250) 952-6842

Ferguson, Suzanne A JTI:EX

From: Ferguson, Suzanne A JTI:EX
Sent: Thursday, October 20, 2011 3:52 PM
To: 'Terry Tate'; Ahn, Sohee JTI:EX; 'Frank Everitt'; 'Brian O' Rouke'
Subject: RE: Final Draft NST Pilot Agreement for review

Thanks so much for letting us know.

Suzanne Ferguson, Director
Labour Market Policy and Intergovernmental Relations
Ministry of Jobs, Tourism and Innovation
Phone: 250-387-7587
Mobile: 250-415-3451
E-Mail: Suzanne.Ferguson@gov.bc.ca

From: Terry Tate [<mailto:terry@usw1-424.ca>]
Sent: Thursday, October 20, 2011 3:06 PM
To: Ahn, Sohee JTI:EX; Ferguson, Suzanne A JTI:EX
Subject: RE: Final Draft NST Pilot Agreement for review

Hi, we have reviewed everything, no problems looks good.

From: Ahn, Sohee JTI:EX [<mailto:Sohee.Ahn@gov.bc.ca>]
Sent: Thursday, October 20, 2011 12:21 PM
To: Frank Everitt; Terry Tate; Brian O' Rouke
Cc: Ahn, Sohee JTI:EX; Ferguson, Suzanne A JTI:EX
Subject: Final Draft NST Pilot Agreement for review

Hi everyone, thank you again for coming down to Vancouver to review the Agreement. As agreed, Suzanne and I have made the amendments discussed. Suzanne has highlighted in yellow the changes made. We did not highlight the minor formatting changes only areas where the wording was changed. In addition, as discussed we have replaced the word "client" with the word "participant" throughout the document. Also, the updated LMA intake, exist, activity report and communications guide have been added into the document as appendices to Schedule A.

Please advise if you have any further questions. Suzanne is heading back to Victoria now and can be reached later this afternoon. We will be in touch with you tomorrow early in the afternoon regarding status.

Sincerely,

Sohee/Suzanne

Sohee Ahn
Director, Ministry Operations
Ministry of Regional Economic and Skills Development
(250) 952-6842

Ferguson, Suzanne A JTI:EX

From: Ferguson, Suzanne A JTI:EX
Sent: Wednesday, October 19, 2011 1:58 PM
To: Renaud, Michael JTI:EX; Lewis, Kaaren JTI:EX; Ahn, Sohee JTI:EX
Subject: RE: Rush REQUEST for 2 pm: Transfer Under Agreement for LMA Northern Skills and Training Pilot

Mike, thank you very much for the quick turn around and review of the Agreement. In response to your questions below, I have inserted comments below:

Also – what is Yolanda and Michelle;s last name

Thx

Suzanne Ferguson, Director
Labour Market Policy and Intergovernmental Relations
Ministry of Jobs, Tourism and Innovation
Phone: 250-387-7587
Mobile: 250-415-3451
E-Mail: Suzanne.Ferguson@gov.bc.ca

From: Renaud, Michael JTI:EX
Sent: Wednesday, October 19, 2011 1:19 PM
To: Lewis, Kaaren JTI:EX; Ferguson, Suzanne A JTI:EX; Ahn, Sohee JTI:EX
Subject: Re: Rush REQUEST for 2 pm: Transfer Under Agreement for LMA Northern Skills and Training Pilot

Hi

S13

From: Lewis, Kaaren JTI:EX
Sent: Wednesday, October 19, 2011 10:52 AM
To: Renaud, Michael JTI:EX
Subject: Rush REQUEST for 2 pm: Transfer Under Agreement for LMA Northern Skills and Training Pilot

Mike

I had hoped to meet you in person and come discuss this request with you before forwarding by email.

I just noticed that you are in Nanaimo today, so this request may not be possible, but I am hoping you can accommodate.

I have just discussed with Sohee. In essence she is asking for a quick high level review of the entire contract just to ensure that there is nothing missing or out of alignment with all of the other contracts of this nature in the LMA unit. I think it is really important that our branch has had a final look and provided the division with this assurance.

Deb had already reviewed the schedule A and I was assured all of her comments were incorporated in this version.

One specific question - Sohee noticed the absence of a communications protocol or template - and wondered whether there was a standard clause that should be included.

Please advise if you can undertake the review and if you can get back to me and Suzanne F by 2pm.

Sincerely,

Kaaren

From: Ferguson, Suzanne A JTI:EX

ay, October 18, 2011 2:22 PM

s, Kaaren JTI:EX

in, Sohee JTI:EX

Subject: Transfer Under Agreement for LMA Northern Skills and Training Pilot
Importance: High

<<Transfer Under Agreement (3).doc>>

Kaaren, as discussed with Sohee, we would really appreciate a fresh set of eyes from the LMA Unit to review the attached "draft" pilot Agreement with the United Steelworkers. In particular, I want to ensure we have included and captured all of the requirements of the LMA Agreement i.e., forms, eligibility etc.

Your assistance is greatly appreciated. We are reviewing with Shannon at 3pm and hope to send a "draft" PDF of this document to the contractor by end of day for review. It has been reviewed by both FSB and Legal Services Branch.

Note that I also need to give it a very close final read as well as the timelines on the project have been tight.

Ferguson, Suzanne A JTI:EX

From: Stone, Carol JTI:EX
Sent: Wednesday, October 19, 2011 10:22 AM
To: Ferguson, Suzanne A JTI:EX
Subject: Document2
Attachments: Doc2.docx

Hi Suzanne

I have inserted the interest on advance clause and stated where you could insert it.

Because the following will have an impact on the overall contribution, I am recommending that you insert another section on the quarterly financial report for the recipient to record for any such transactions as "Interest earned on advance contributions" and "refunds that the recipient may receive"

Hope this helps! Your TUA is great! Thank you for the opportunity to assist you.

Cheers and Have a Great Day!

Carol Stone

Contracts Officer, Contracts, Policy and Review
Ministry of Jobs, Tourism and

Innovation

Victoria, BC

Phone - (250) 387-2477 Fax - (250) 387-1590

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Insert this on page 36 under final payment as point 3.8

Any interest earned on advances of the Province's contribution shall be accounted for by the Contractor. Such interest shall be deemed to be part payment of the contribution and shall be used or applied to offset the Province's contribution in respect of the Eligible Costs.

In regards to the interest earned and any refunds, you could insert a section in the quarterly financial report to identify any such transactions for that period.

Draft Budget for Pilot Project

Budget Assumptions:

- That the USW Local 1-424 has 6,000 members that work in the northern part of the province from 100 Mile House to Prince George, west to Smithers and northeast to Ft. Nelson.
- For the purpose of this pilot, the USW will provide services both on and off site to only those members who are employed in Forestry and Mining
- Not all worksites have high numbers of employees and not all employees will be eligible to benefit from this pilot. We have developed a budget that is conservatively based on the following:
 - ❖ approximately 2,700 employees are potentially eligible within 35 worksites of which it is estimated that 15 - 20% will participate in the pilot:
 - We have used this to develop a budget based on 540 participants so that we can capture synergies wherever possible and recover costs should the number not exceed our low end (400) estimates;
 - As this is a pilot, these numbers are averaged based on some sites having a small number of employees and hence smaller participation (less than 50 employees) while others will have a larger participation rate. This pilot phase will determine the most cost-effective methodologies in achieving targets.
- This project is unique in that it provides services to three regions in the province where access to quality services are often not available. The Outreach Services of this pilot are keys to that success.

Guiding Principles:

This pilot should operate at a level of funding that is adequate to do the work (but not significantly out of the budget allocations of other same type programs) and have clearly established guidelines as to what is in scope and what is out of scope for the pilot to eliminate duplication of effort and potential services to participants.

That flexibility is the key to the success of any pilot and that participation numbers are only estimates used to determine a budget and should there be a higher participation rate in some of the locations this should be allowed providing:

- There is a clear rationale as to why this is occurring and;
- as long as all had the option to participate and were not excluded because of "a low hanging fruit" syndrome

Cost Category	Cost Item	Supporting Details
Delivery Support	Intake Interview and Initial Action Plan Development	<p>All clients accepted into the program will participate in an interview process that will include a transferrable skills analysis, a history of the client in terms of work and work goal and a determination of the version of TOWES that is to be used or other assessment tools that may be required to measure client's suitability, aptitude and ability to undertake training</p> <p>The action planning process will be triggered in this phase</p> <p>This action will be undertaken both in the head office in Prince George and out in the communities by sub-contractors. A flat fee will be paid to sub-contractors to cover all wage costs and all other associated costs with performing this activity including documentation and file set-up</p> <p>This phase will require varying times to complete but the maximum allowable billing on any client file for this activity will not exceed 4 hours with an average of 3 hours</p> <p>840 clients X \$60/hr x 3 hours = \$151,200</p>
	Hard Costs for skills assessments	<p>TOWES will be one of the assessments used for clients who are upgrading their skills. TOWES is recognized as one of the best tools to measure progress of skill acquisition through the use of a pre and post test. This will provide hard data on the impact of the program on clients.</p> <p>In some cases, other assessment tools will be used with approval of the Ministry</p> <p>Actual Cost of Assessment (pre-post) \$80 x 2 = \$160 x 840 clients = \$134,400</p> <p>Invigilating of assessments and post-assessment meeting to review results (3 hours testing time plus 1 hour pre and 1 hour post)</p> <p>\$60 per hour X 5 hours x 840 clients = \$252,000</p>
	Action Plan Development, Monitoring, Support and Follow-Up	<p>All clients will have an approved action plan (approved in Prince George by Proponent) prior to any training being approved or paid for. The action plan will outline the activities, timelines, and milestones to be achieved. A rationale for each action plan will outline how the plan addresses the client needs and how it will benefit the client.</p> <p>This activity also includes sourcing of training and verification of training dates and availability of training</p>

		<p>and costs and the determination of any other supports required for client completion of training.</p> <p>Each action plan must be fully costed prior to submission for approval</p> <p>Action plan revisions may be needed as timing of activities might change – this will be documented on the original action plan and the updated plan will then be sent to head office for sign off</p> <p>The action plan will include a monitoring and follow-up schedule all original action plans with client signature will be sent to head office in a method to be determined This task will be performed by head office in Prince George by qualified personnel and by approved subcontractors in the communities</p> <p>Estimated time needed to perform al tasks under this activity will be an average of 3 hours $840 \times 3 \text{ hours} \times \\$60/\text{hr} = \\$151,200$</p>
	Action Plan Approval and Return of approved action plans to sub-contractor	<p>Service standard – all action plans will be approved within 48 hours of receipt. It is estimated that an average of 1.5 hours will be spent reviewing, approving and sending approvals to training institutions $840 \times 1.5 \times \\$60/\text{hr} = \\$75,600$</p>
TOTAL DELIVERY SUPPORT		$\$630,000 \text{ Avg Cost/Client} = \$630,000 / 840 = \$750.00$
Employer and Outreach Support		<p>This pilot will provide extensive services over 3 regions and 35 worksites. Many of the communities where these worksites are located have limited resources and do not have easy access to the support necessary for project success. Costs for Outreach support have been allocated as per estimated percentage of time and/or activity.</p>
	Wages & Merchs	<p>Project Coordinator costs are allocated based on estimated time spent on 25% direct administration and 75% Outreach Support. Estimated cost for Project Coordinator: $\\$164,391.12 \times 75\% = \\$123,293.34$</p> <p>Bookkeeper costs are based on ½ time FTE for the project. The Bookkeeper will be required to spend 75% time on direct administration and 25% time on Outreach Support: $\\$48,484 \times 25\% = \\$12,121$</p>

		Two (2) Essential Skills / Training Specialists will provide the essential skills expertise in assessing, coordinating and supporting the clients, companies, and community service providers in delivering services. These will be % FTE positions. Costs for these positions are allocated at 25% direct administration and 75% Outreach Support: $\$112,786 \times 2 \times 75\% = \$169,179$
	Materials and Supplies to Support Outreach	Materials and supplies are estimated at \$490 per month and will be required through the start up and wind down phases. $\$490 / \text{month} \times 18 \text{ months} = \$8,220$
	Participant and Recruitment Marketing and Support Costs	During the startup phase and throughout the 12 months of the program, participant and recruitment marketing costs will include website development and any other marketing materials \$30,000
	Travel Costs	Travel will be required to the sites for meetings with clients and employers. Costs are estimated at: $35 \text{ sites} \times \$300/\text{site} \times 3 \text{ visits/site} = \$31,500$
Total Outreach Costs		\$374,313 Avg Cost per site = $\$374,313 / 35 = \$10,694.66$
Client Training Costs		
	Purchased Training –	Purchased training will be directly related to the Client's job and essential skills assessment. All training will be identified in the client's action plan and must be supported by invoice and approved by the Contractor. Examples of purchased training are: Level 3 First Aid H2S Alive Computer Training PCL Training Forklift Certification Chain Saw Safety Propane Attendant Heavy Equipment Operator (Mining & Forestry) Hiab Manlift Confined Space Entry Lumber Drying / Kiln Drying Costs are estimated based on a client average of: $840 \text{ Clients} \times \$1,150 / \text{Client} = \$966,000$
	On the-Job Training	Each worksite will be encouraged to participate in an on-the-job training program. Creating a learning environment and a train-the-trainer program will leave a lasting legacy as a direct result of this pilot. This will be an innovative activity where mobile

		computer labs and instructors will rotate from site-to-site Specifically designed materials for each site \$134,862 or an average of \$3,853.20 per site
	PLATO Upgrading	In some of the mines clients are living in camp situations where they can complete their academic upgrading on-line at camp. For shift workers they can complete assigned coursework 24/7. Cost of PLATO licenses and development of learning paths for each client. The upgrading curriculum linked to essential skills needed to perform job tasks and the learning paths will be a legacy of this program \$166,720
	Client Workplace Supports	Client workplace supports are for those clients who need work clothing and/or tools of the trade in order to be successful in their training. Client support expenditures will be documented in the action plan along with a rationale and all costs must be approved by the Contractor. Client Workplace Supports are based on an estimated average: 108 clients x \$500/ client = \$54,000
	Wage Allowance Supports	Wage Allowance supports will only considered where the employer is not willing to cover wages for training taken during work hours and as a result the client would be unable to take the training. These costs must be documented, along with a rationale, and approved by the Contractor. Wage Allowance Supports are estimated at: 20 clients x 1500/client = \$30,000
	Travel Costs for Clients	Travel costs for out-of-town training must be within reason and only provided where the training is not available in the community of the client. All costs must be documented along with supporting rationale and approved by the Contractor. Estimated travel costs for clients = \$15,000
Total Training		\$1,677,481 Avg cost /840 = \$1,997,001
Direct Admin Costs	18 months	
	Wages & Merchs	Project Coordinator costs are allocated based on estimated time spent on 25% direct administration and 75% Outreach Support. Estimated cost for Project Coordinator: \$164,391.12 x 25% = \$41,098 Bookkeeper costs are based on 1 FTE for the project. \$48,484 Administrative Clerk costs

AGENDA - October 6th, 2011, Prince George

Northern Essential Skills Training Pilot - United Steelworkers Union

Location: Suite 100 – 1777 3rd Street (corner of 3rd and Winnipeg)

Pilot Concept Development – points of discussion

1. Pilot Concept / Description / Objectives

- Sole source discussion

2. Contract Implementation

- Timing and Communications

3. Pilot Delivery Model

- Term, sectors, eligible clients, locations, sub-contractors etc.

4. Scope of Services / Activities

- Outreach and referral, assessment, skill upgrading and training, monitoring etc

5. Outcomes/ key deliverables

- Targets, results etc.

6. Management Services / Administration

7. Funding Model / confirmation of costs

8. Next Steps

- Timelines for implementation of services

Literacy Stats

- **Cariboo**

Prose – 48.9% (22,370) employed; 6.8% (3,130) unemployed; and the remaining 44.3% (20,270) are not in the labour force

Numeracy – 53.6% (32,040) employed; 6.4% (3,640) unemployed; and the remaining 40% (23,880) not in the labour market

- **Nechako**

Prose - 50.0% (6,250) employed; 8.4% (1,050) unemployed; and the remaining 41.6% (5,190) are not in the labour force

Numeracy – 54.6% (8890) employed; 8.3% (1,350) unemployed and the remaining 37.1% (6,040) not in the labour force

- **North East Prose**

Prose - 60.5% (10,660) employed; 5.3% (930) unemployed and the remaining 34.2% (6,030) are not in the labour force

Numeracy – 65.9% (15,440) employed; 4.8% (1,130) unemployed, and the remaining 29.3% (6,870) not in the labour force

Sector Analysis - BC, 2010-2014 5-year Total

Note: Other Supply = (New Entrants - Post-sec Supply) + Inter-provincial Migrants + Other Mobility

Scenario Two: High employment growth; Low supply growth

Sector	total job openings	PSSM supply	immigrants	other supply	gap 1 (openings vs. PSSM supply)	gap 2 (openings vs. combined supply)
All Industries	595,890	145,585	72,196	243,250	450,305	134,859
1. Agri-foods	24,387	5,048	2,503	8,434	19,339	8,401
2. Forestry	24,415	5,054	2,506	8,444	19,361	8,411
3. Mining	5,729	994	493	1,662	4,734	2,579
4. Natural Gas	1,739	302	150	505	1,437	783
5. Tourism	40,682	8,421	4,176	14,070	32,261	14,015
6. Technology	47,724	14,300	3,482	5,184	33,424	24,758
7. Education (International Education)	39,875	10,128	5,022	16,922	29,747	7,803
8. Transport	28,834	5,006	2,482	8,364	23,828	12,982
Resources (Agri-foods, Forestry, Mining & Natural Gas)	56,270	11,398	5,652	19,045	44,872	20,175
Eight sectors total	213,384	49,252	20,815	63,584	164,132	79,733
Proportion of eight sectors to all industries total	35.8%	33.8%	28.8%	26.1%	36.4%	59.1%

Assumptions on sector labour demand growth

1. Agri-foods 3.0%
2. Forestry 3.0%
3. Mining 4.0%
4. Natural Gas 4.0%
5. Tourism 3.0%
6. Technology 4.0%
7. Education (International Education) 2.0%
8. Transport 4.0%

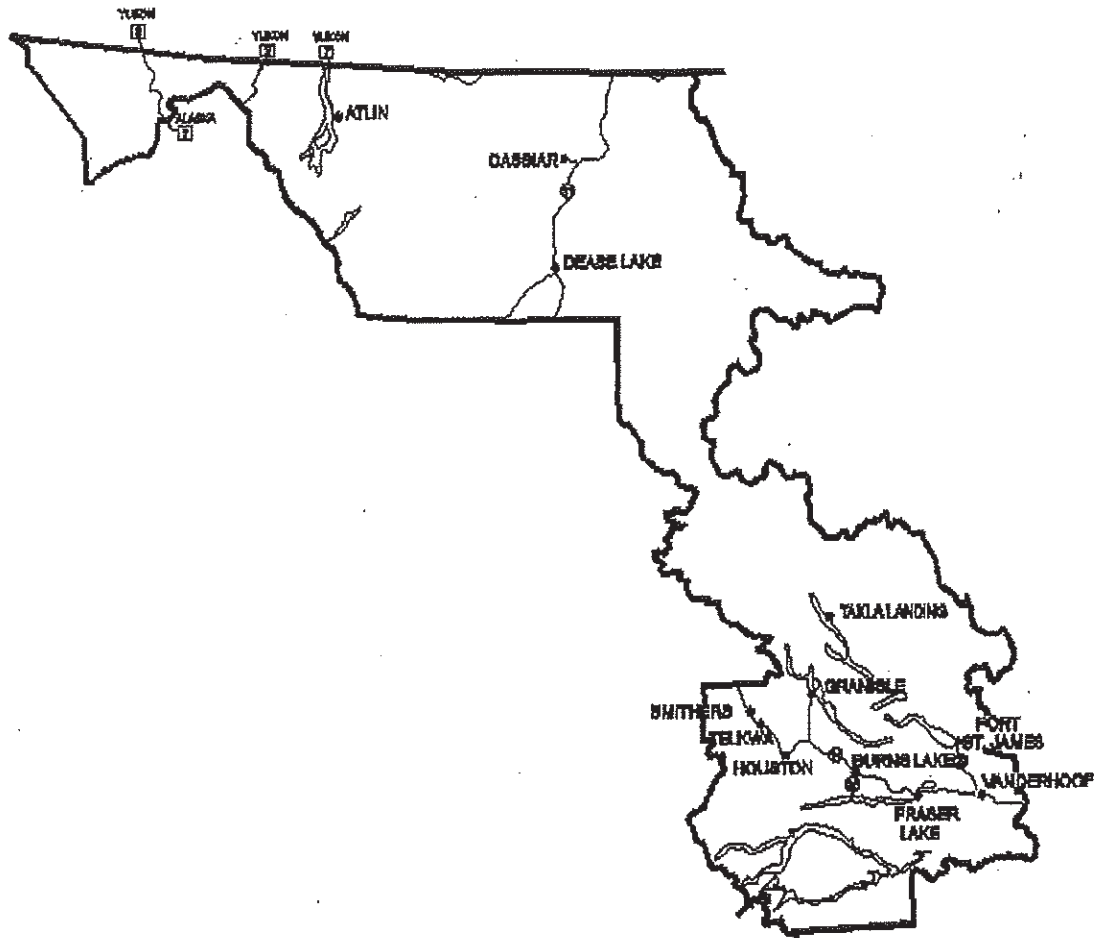
Resources (Agri-foods, Forestry, Mining & Natural Gas)

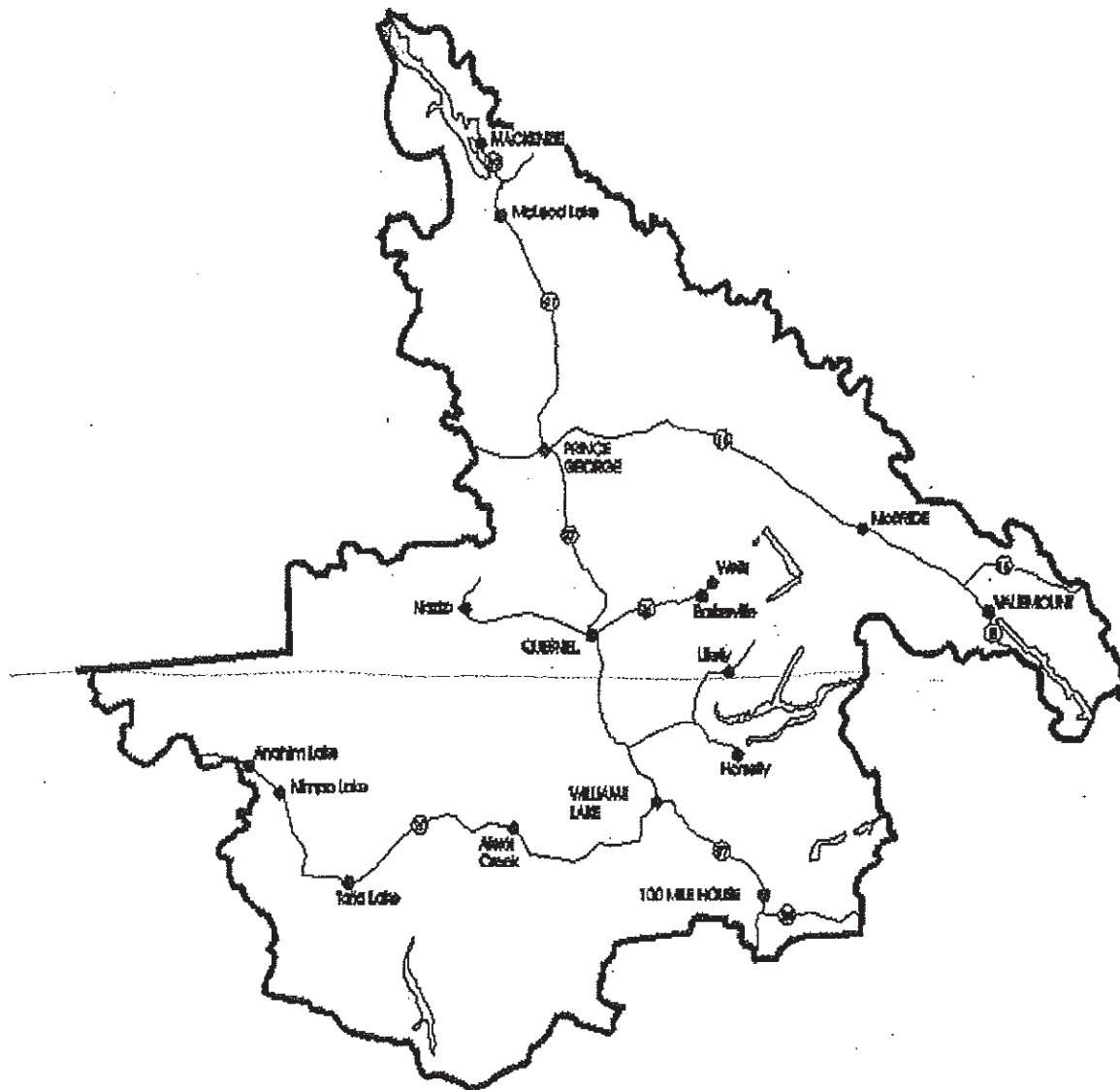
- 3.3% simple annual average
- 2.5% average employment growth rate between 2004 and 2008 - 5-year period before recession (LFS)

BC

Assumptions on labour supply

1. PSSM supply: flat supply as in 2009/10 (29,117 graduates) in each of the 5 academic years; 145,585 grads for 5-year total
2. immigrants: immigration is adjusted downward to be consistent with the Immigrant Inflow Projections; 72,196 immigrants for 5-year total
3. other supply: flat supply as in 2010 and adjusted to new PSSM supply (52055 - 3405 = 48,650); 243,250 workers for 5-year total

APPENDIX: REGIONAL MAP**NECHAKO**

APPENDIX: REGIONAL MAP**CARIBOO**

APPENDIX: REGIONAL MAP

NORTH EAST



Ferguson, Suzanne A JTI:EX

From: Ahn, Sohee JTI:EX
Sent: Friday, September 23, 2011 11:51 AM
To: Ferguson, Suzanne A JTI:EX
Subject: FW: -United Steelworkers -
Attachments: 1 -United Steelworkers - proposal options - Sept 2011 - V4a (2).docx

Categories: Red Category

We are meeting with Shannon at 3:45 today Not Responsive so hopefully you will have some time to think about next steps.

Re your contracting / tech support - Shannon is going to assign Mike Renaud to work directly with you S13
S13 S13

S22 but we can have a quick chat at 1 pm (which I think is when you are planning on being here) in case there's something I can do Not Responsive

Sohee Ahn
(250) 952-6567

From: Baskerville, Shannon JTI:EX
Sent: Friday, September 23, 2011 11:36 AM
To: Ahn, Sohee JTI:EX; Ferguson, Suzanne A JTI:EX
Subject: FW: -United Steelworkers -

Shannon Baskerville
Assistant Deputy Minister
Ministry of Jobs, Tourism and Innovation
Tel: 250-387-5640
Cell: 250-216-0712
Fax: 250-952-0351
shannon.baskerville@gov.bc.ca

From: Hayden, Dana JTI:EX
Sent: Friday, September 23, 2011 10:05 AM
To: Bell, Pat JTI:EX
Cc: Baskerville, Shannon JTI:EX; Farkas, George CSCD:EX
Subject: -United Steelworkers -

S13, S17

S13, S17

Concept Proposal for a Northern Skills and Training Pilot in partnership with the United Steelworkers Union (USW)

Pilot Opportunity:

- The USW represents more than 6,000 workers in the North and includes key sectors such as Construction, Mining and Forestry.
- The Ministry has an opportunity to partner with the USW to deliver a unique and innovative pilot funded by the Labour Market Agreement. The pilot takes advantage of the USW's relationship with employers and ability to influence their members to get the education and skills training they need to work and prosper in key economic sectors in their home communities.
- It builds on the proposal submitted by the USW in July 2011 to assist individuals to address skill shortages in forestry, mining and construction sectors in northern BC.

Rationale:

- As British Columbia is projected to have more than one million job openings over the coming decade, the need to ensure labour market and training programs are targeted to meet regional and industry labour market needs is critical.
- With major projects underway and planned in BC's north, key sectors such as forestry and mining are facing significant challenges in finding the skilled workers needed to fill existing and upcoming job opportunities.
- The Ministry has initiated pilot agreements with other organizations in the past including industry and business organizations, immigration and employment service providers, aboriginal organizations as well as post-secondary institutions and their umbrella associations to target labour market training solutions. However to date, it has not formally partnered with a union to target training for unionized and potential members.
- The USW is uniquely positioned to pilot and deliver a skills training pilot for the north because of their advisory role for the more than 6,000 workers in key sectors experiencing critical skill shortages in the north. A preliminary review indicates that the USW is the largest and most diverse union to cover the forestry and mining sectors in the north. Further confirmation with the USW is required to verify this position.

Approach:

- Under existing government procurement guidelines a ministry can direct award a contract over \$25k where it can be demonstrated that only one contractor (sole source provider) is qualified, or is available, to provide the goods and services.
- The Ministry has identified the USW as a potential sole source provider to facilitate and deliver the proposed training pilot because they are an umbrella union with access to more than 6,000 workers in key sectors experiencing critical skill shortages.

- The approach would enable the Ministry to create a unique partnership in the north to "test an innovative solution" that enables the Steelworkers to work with both workers, employed and unemployed, and employers in key sectors to provide the training and up-skilling needed to respond to local economic needs.
- The pilot would support a broader strategy to expand the concept to other union organizations in the future based on outcomes and results.
- Demonstrating value for money, financial accountability and performance measurement within the potential pilot will be critical to ensure the key objectives of a competitive process are met.

S13, S17

S13, S17

- Value for money will be demonstrated by ensuring the negotiated contract is consistent with similar agreements in term of cost per trainee given services provided and financial accountability and performance requirements will be reflected in the final contract. Further discussions and negotiations with the USW are critical prior to finalizing a contract agreement.

Proposed recommendation:

- Direct award a contract with the USW as the sole source provider to facilitate and deliver a pilot training program aimed at up skilling unionized and potential workers in the forestry and mining sectors in the north.

S13

Considerations and next steps

S13



Where ideas work

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[Contract Lifecycle Overview](#)
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Direct Award

A Short Summary on Awarding of Contracts

Based on Excerpts from Procurement Policy

Partial List of the Objectives of Government Procurement Policy

- government receives the best value for money spent on contracts
- vendors have fair access to information on procurement opportunities, process and results
- acquisition and disposal opportunities are competed, wherever practical
- the cost of the procurement process, to both vendors and ministries, is appropriate in relation to the value and complexity of each procurement

Agreement on Internal Trade

The Agreement between the Federal, provincial and territorial governments to reduce trade barriers within Canada was signed in 1995 and implemented effective 1996. One of the objectives of the Agreement is to reduce and eliminate public sector procurement barriers within Canada for goods valued over \$25,000 and for construction and services valued over \$100,000. Annually, we are to report when we violate the AIT.

TILMA

The British Columbia - Alberta Trade, Investment, and Labour Mobility Agreement (TILMA) - Effective April 1, 2007
TILMA applies to:

- ministries, agencies, boards, councils, committees and commissions;
- procurement of goods: \$10,000 or more;
- procurement of services: \$75,000 or more; and to
- procurement of construction: \$100,000 or more.

Exceptions to TILMA are listed in Part V of the agreement.
Procurement Opportunity Notices must be posted on BC Bid.

Corporate Supply Arrangements

For certain services (and some goods), the government has negotiated procurement contracts that seek to take advantage of the size of government's purchasing power. These are called Corporate Supply Arrangements (CSAs). If there is a CSA in place, we must use it. There is a link to the CSAs from the alphabetical index on the Contracts, Policy and Review webpage.

Services Over \$75,000

As required in accordance with the provisions of the AIT and unless a specific exemption is available under Chapter 5 of the AIT, any service or construction opportunity or standing offer for the supply of service or construction with an estimated value over \$75,000 must be competed by advertising on BC Bid.

Services Between \$25,000 and \$75,000

Any service or construction opportunity with an estimated value of between \$25,000 and \$100,000, or the establishment of a standing offer for the supply of service or construction with an estimated value of between \$25,000 and \$75,000 must be awarded using a competitive process that is appropriate to the value, complexity and profile of the business opportunity unless the conditions for direct awarding apply (see below). Opportunities can be posted on BC Bid or at least three quotes must be obtained. Ministry policy in both the Ministry of Community, Sport and Cultural Development and the Ministry of Jobs, Tourism and Innovation requires that for any direct award of a service contract (STOBs 60, 61 and 63) over \$25,000 where the award is made on the basis that there is only one qualified service provider that the Contract Commitment form be signed off by the appropriate Assistant Deputy Minister.

Services Less than \$25,000

Any service and construction opportunity, or standing offer for the supply of service or construction, with an estimated value of less than \$25,000 should be competed to the extent reasonable and cost-effective. Such opportunities may be directly awarded but, if so, the contract file must contain clear evidence, or documentation, that undertaking a competitive process was not reasonable or cost effective.

Direct Award Exceptions

Contracts for acquisitions (of goods, services and construction) and disposals may be negotiated and directly awarded without competitive process only where one of the following exceptional conditions applies:

- the contract is with another government organization;
- the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity;
- an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process;
- a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health; or
- the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.

TUA - Direct Award Exceptions

- the direct award of a Transfer Under Agreement must meet a direct award condition above, or be: financial assistance provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary-individual or family or legal guardian of that individual under a community/social service program); or
- a shared cost agreement or a public private partnership where a competitive selection is not appropriate.

Notice of Intent and Sole Service Provider

A Notice of Intent must be posted on BC Bid when a contract for services or construction valued at more than \$50,000 is intended to be directly awarded on the basis that there is only one vendor that can provide the services required. A Notice of Intent is not required if it is determined that the direct award meets one or more of the allowable exceptions specified in the policy listed above.

Vendor Complaint Review Process

The vendor community in BC identified a need for a process to deal with issues arising from government procurement processes. This need was confirmed in feedback to the Procurement Reform Framework and the Premier's Technology Council.

The VCRP is intended to provide access to a consistent, fair and timely process to deal with vendor complaints concerning the government's procurement process, and to identify ways to make improvements in that process.

With respect to direct awards, the VCRP allows complaints from an actual or prospective bidder or proponent whose business interest would be affected by the award of a contract, or by the failure to award a contract.

Last modified on 20/09/2011

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LMA Participant Eligibility Worksheet

Name: _____ Date: _____

Is the individual currently working?
(includes full-time, part-time, and/or self-employment)

Yes ☐



Follow the instructions below in order to determine whether or not an **Employed** individual meets the definition of **Low-Skilled**.

1. Does the individual have any recognized post secondary education towards a university degree?

Yes ☐

No ☐

If yes, the individual is ineligible.

If no, proceed to question 2.

2. Does the individual have a high school diploma, GED, or equivalent?

Yes ☐

No ☐

If yes, proceed to question 3.

If no, the individual is eligible.

3. Does the individual have recognized certification (such as a trades certificate, Class 1 Driver's License, Commercial Diver certificate, etc.)?

Yes ☐

No ☐

If yes to question 2 and 3, the individual is ineligible.

If yes to question 2 and no to question 3, the individual is eligible.

ELIGIBLE?

Yes ☐

No ☐

NOTE: Some LMA programs may include "low levels of literacy and essential skills" as an additional eligibility criterion for employed individuals. If you are unsure whether or not this criterion applies to your program, please contact your funding provider.



No ☐

An **Unemployed** individual must answer "**No**" to **ALL 4** of the questions above in order to meet the definition of a **Non-EI Client**.

1. Is the individual currently receiving EI benefits?

Yes ☐

No ☐

If yes, the individual is ineligible.

2. Has the individual received EI benefits (other than maternity or parental) in the past 3 years?

Yes ☐

No ☐

If yes, the individual is ineligible.

3. Has the individual received maternity or parental EI benefits in the past 5 years?

Yes ☐

No ☐

If yes, the individual is ineligible.

4. Did the individual establish an EI claim in the past 3 years but not receive benefits as the result of a disqualification?

Yes ☐

No ☐

If yes, the individual is ineligible.

ELIGIBLE?

Yes ☐

No ☐

LMA Client Eligibility Criteria

Prior to accepting an individual into the Program, <the Contractor/Recipient> will verify whether or not the individual qualifies as a Participant. Only individuals who qualify as a Participant may participate in the Program.

Participants are defined as individuals who are (A) unemployed, non-EI clients, or (B) employed, low-skilled individuals.

In addition to both (A) and (B) above, Participants must:

- be legally entitled to work in Canada;
- be living in British Columbia;
- not be a student (i.e. enrolled in high school or enrolled in post secondary training); and,
- be suitable/appropriate for participation in the Program (e.g. there must be a reasonable likelihood of participant completion and success; the individual's employment-related goals must be congruent with the objectives of the Program; the individual's personal circumstances must be conducive to participation and success in the Program; etc.)

4.4.1 Definition - Unemployed, Non-EI Client

An "unemployed individual" is defined as an individual who is not self-employed or working full-time or part-time.

A "non-EI client" is an individual:

- i. who is **not** eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
- ii. who is **not** eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*.

More specifically, a non-EI client is an individual who:

- has not established an EI claim in the last 3 years; and,
- has not established a maternity or parental EI claim in the past 5 years.

4.4.2 Definition - Employed, Low-Skilled Individual

An "employed" individual is defined as an individual who is receiving, or entitled to receive, wages for work performed for an employer and who is subject to regular employment deductions or who is self-employed.

A "low-skilled" individual is someone who has no recognized post-secondary education towards a university degree and:

- who does not have a high school diploma or equivalent; or
- who has high school education but lacks essential skills (requires a pre and post formal ES assessment with a pre-determined score benchmark for entry into program e.g., scores less than 3 in a TOWES assessment)

Note: individuals with any recognized post-secondary education towards a degree are not considered low skilled and, therefore, are not eligible to participate in this program.

Additionally, <the Contractor/Recipient> must consider whether or not the individual would be able to fully participate in the Program while maintaining their employment as potential Participants must not be encouraged (directly or indirectly) to quit employment in order to participate in training.

The "lack essential skills" criteria can only be applied if/when a program is specifically designed to provide Essential Skills training and includes formal Essential Skills assessments pre and post intervention.

The attached document was developed to assist service providers to determine participant eligibility. It is a tool only to be used by Service Providers and should not be used as a form to be filled out by clients.

It is the Service Providers responsibility to demonstrate due diligence in determining an individual's eligibility to participate in an LMA funded program. The worksheet is a tool only and should not be "the" means to determine eligibility. For example, on the unemployed non-EI criteria, many service providers will start with the worksheet but find that they need to work with potential participants to contact EI through their website or toll-free phone number to ask about their EI status because the individual is unsure about their answers to the worksheet questions. For our purposes, that represents due diligence.

In addition, service providers should also consider client suitability and appropriateness, both in terms of the individual for the program and the program for the individual. Many people may be "eligible" for a program but far fewer will be suitable (e.g. personal issues, lack of personal support structure, medical issues, drug/alcohol issues, etc.). Also, many people may be eligible for a program but that program will only be appropriate for a select number of those individuals (e.g. the program isn't congruent with the individual's needs, other programs would be more applicable, etc.).

Documentation in each client file to support eligibility decisions is important for potential monitoring and audit.

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of this information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☒ New Contract or ☐ Amendment - contract has Increased / <Decreased> by: \$ _____ (leave blank if unchanged)

A. Branch Action

Branch/Division: Labour Market and Immigration Division	Contract Manager: Suzanne Ferguson	Telephone: (250)387-7587
--	---------------------------------------	-----------------------------

B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description:
Pilot delivery of an essential skills training initiative aimed at up-skilling unionized employed and potential workers in the forestry and mining sectors in the north.

Mandatory to Select One Procurement Process (X): Procurement and AIT Code descriptions

- | | | |
|---|---|--|
| <input type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards – Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards – Sole Source |
| <input type="checkbox"/> 202 = Direct Awards – Emergency | <input type="checkbox"/> 203 = Direct Awards – Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input type="checkbox"/> 207 = Direct Award – Under \$25,000 | |
| <input checked="" type="checkbox"/> 208 = Direct Award – Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement – TUA | |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition form Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |
| <input type="checkbox"/> 600 = other purchase process (FSA)" | | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): Procurement and AIT Cod descriptions

- ☒ 100 = Purchase subject to AIT ☐ 200 = Purchase below applicable AIT threshold ☐ 300 = Purchase exempt commodity/service

C. Amendment - Modification Agreement Attached (form at): http://icw.cd.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☐ Other (specify):

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) Northern Interior Woodworkers Holding Society		Company registration #: 12773 0745 RT0001		
Doing business as: Local 1-424 of the United Steelworkers				
Address: #100-1777 Third Avenue, Prince George, BC				Postal code: V2L 3G7
Phone: 250-563-7771		Fax: 250-563-0274		
Commitment # (to be quoted on all invoices): C-12-NST-001				
Term of Agreement: From: Nov. 1, 2011		To: March 31, 2013		
Contract Price: \$ 2,978,840	Responsibility Centre	Service Line	STOB	Project Number
Max. Fee: \$ n/a	51628	34706	80	5111111
Max. Expenses: \$ n/a				

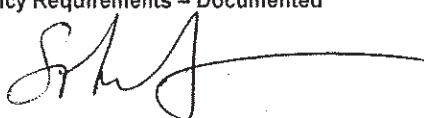
E. Authorization

F. Assistant Deputy Minister

☒ (X) Contract Policy Requirements – Documented

Pre Approval for Direct Award – Sole Source N/A
Service Contract (stob 60) \$25,000 or more:

Spending Authority:



Date: November 4, 2011

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JOBS, TOURISM AND INNOVATION**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT is made the 25th day of October, 2011

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Jobs, Tourism and Innovation

(the "Province")

OF THE FIRST PART

AND:

NORTHERN INTERIOR WOODWORKERS HOLDING SOCIETY
#100 – 1777 Third Avenue
Prince George, B.C.
V2L 3G7

(the "Recipient")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 – TERM AND APPOINTMENT

- 1.01 The term of this Agreement will commence on the date of execution and delivery of this Agreement and will end on March 31, 2013 (the "Term") and during the Term the Recipient will perform the services for the Northern Skills Training Pilot (the "NST pilot"), as described in Schedule "A" (the "Services").

SECTION 2 - PAYMENT OF A FINANCIAL CONTRIBUTION

- 2.01 Subject to the provisions of this Agreement, the Province will provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

- 2.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 2.03 The Recipient must:
- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (the "Refund"), and
 - (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.
- 2.04 Paragraph 2.03 continues in force indefinitely, even after this Agreement expires or is terminated.

SECTION 3 - REPRESENTATIONS AND WARRANTIES

- 3.01 The Recipient represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
 - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise); business or operations or its ability to fulfill its obligations under this Agreement; and
 - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations.

- 3.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.
- 3.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 4 - RELATIONSHIP

- 4.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 4.02 The Recipient will be an independent contractor and not the servant, employee or agent of the Province.
- 4.03 The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 4.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 5 – RECIPIENT'S OBLIGATIONS

- 5.01 The Recipient will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the Financial Contribution provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;
 - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
 - (f) co-operate with the Province in making such public announcements regarding the Services and the details of this Agreement as the Province requests; and
 - (g) acknowledge the Financial Contribution made by the Province to the Recipient for the Services in any materials developed for external use in the NST pilot, including participant materials, forms and promotional materials, by printing on each of those materials the following statement:
"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Jobs, Tourism and Innovation".

SECTION 6 - RECORDS

- 6.01 The Recipient will:
- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Financial Contribution;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the province; and
 - (c) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including original supporting documents) referred to in sub-paragraphs (a) and (b) of this paragraph.
- 6.02 The Recipient will not, without the express written consent of the Province, dispose of any time records, books of account, invoices, receipts or vouchers relevant to this Agreement.

SECTION 7 - STATEMENTS AND ACCOUNTING

- 7.01 Within 3 months of being requested to do so by the Province, the Recipient will:
- (a) provide financial statement(s) for the Recipient's last fiscal year, prepared by a recognized accounting firm, covering the Term of this Agreement; and
 - (b) provide to the Province a statement documenting the expenditure of the Financial Contribution under this Agreement in form and content satisfactory to the Province.
- 7.02 At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:
- (a) returned by the Recipient to the Minister of Finance; or
 - (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement.

SECTION 8 - REPORTS

- 8.01 Upon the Province's request, the Recipient will:
- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement, and
 - (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that is

produced or otherwise acquired by the Recipient as a result of this Agreement (collectively, the "Material").

SECTION 9 - CONFLICT OF INTEREST

- 9.01 The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person, or entity.

SECTION 10 - CONFIDENTIALITY

- 10.01 The Recipient will treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law including the *Freedom of Information and Protection of Privacy Act*, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the Recipient fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Recipient ceases, in the opinion of the Province, to operate;
 - (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
 - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
 - (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
 - (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
 - (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

- 12.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
 - (d) waive the Event of Default; or
 - (e) pursue any other remedy available at law or in equity.
- 12.02 The Province may also, at its option, terminate this Agreement on 30 days' written notice, and the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.
- 12.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

SECTION 13 - DISPUTE RESOLUTION

- 13.01 All disputes arising out of or in connection with this Agreement that have not been resolved through the governance procedure set out in Section 9.0, 9.1 and 9.2 of Schedule "A", will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 14 - INSURANCE AND INDEMNITY

- 14.01 During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "D", if any, which may be amended from time to time at the sole discretion of the Province.
- 14.02 Without limiting the provisions of subparagraph (c) of paragraph 5.01, the Recipient will comply with the *Workers' Compensation Act*.
- 14.03 The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

- 15.01 The Recipient will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
 - (b) sub-contract any obligation of the Recipient under this Agreement except to those approved sub-contractors listed in Schedule "C".
- 15.02 No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

SECTION 16 - OWNERSHIP AND COPYRIGHT

- 16.01 Copyright in the Material will be the exclusive property of the Province and, at the request of the Province, the Recipient will provide documents confirming the vesting of copyright in the Province.
- 16.02 The Recipient acknowledges and agrees that the Province exclusively owns:
- (a) all documents received by the Recipient from the Province as a result of this Agreement, including findings, software, data, specifications, drawings, reports, and documents, and
 - (b) any property that is provided by the Province to the Recipient for the purposes of this Agreement, unless the Province has indicated in writing that the property provided is to be owned by the Recipient.
- (the documents and property referred to in subparagraphs (a) and (b) collectively referred to as the "Province's Property").
- 16.03 The Recipient will deliver the Material and the Province's Property forthwith following the expiration or sooner termination of this Agreement; provided that the Province may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Recipient requesting delivery by the Recipient to the Province of any or all of the Material and Province's Property, in which event the Recipient will forthwith comply with that request.
- 16.04 The Recipient will cause any of its employees, sub-contractors, partners, or members as the case may be, who have moral rights in the Material to execute a waiver of moral rights on any form of waiver provided by the Province, and to forward the waiver to the Province.

SECTION 17 - OTHER FUNDING

- 17.01 If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

- 18.01 Any written communication from the Recipient to the Province must be mailed, personally delivered, faxed or electronically transmitted to the following address:

*Suzanne Ferguson, Director
Ministry of Jobs, Tourism and Innovation
4th Floor, 835 Humboldt Street
Victoria, BC V8W 9T5
Phone: 250-387-7587
Fax: 250-387-0878*

- 18.02 Any written communication from the Province to the Recipient must be mailed, personally delivered, faxed or electronically transmitted to the following address:

*Frank Everitt, President
Northern Interior Woodworkers Holding Society
#100 – 1777 Third Avenue
Prince George, BC V2L 3G7
Phone: 250-563-7771
Fax: 250-563-0274*

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed.
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19 - NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the Recipient of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.
- 19.02 The written waiver by the Province or any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 - ENTIRE AGREEMENT

- 20.01 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21 - SURVIVAL OF PROVISIONS

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 2.02, 4.03, 6.01, 6.02, 7.01, 7.02, 8.01, 10.01, 12.03, 14.03, 16.01 to 16.04, 18.01 to 18.04, 21.01 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22 - MISCELLANEOUS

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 22.07 In this Agreement:
- (a) "includes" and "including" are not intended to be limiting;
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (c) the Recipient and the Province are referred to as "the parties" and each of them as a "party";
 - (d) "attached" means attached to this Agreement when used in relation to a schedule;
 - (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".

22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.

22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

22.11 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

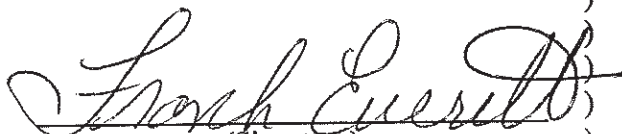
The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the
Recipient or an Authorized
Representative of the Recipient.

SIGNED AND DELIVERED on behalf
of the Province by an Authorized
Representative of the Province.

Frank Everitt
(Print Name of Recipient or Authorized
Representative)

Shannon Baskerville
(Print Name of Authorized
Representative)


(Signature)

(Signature)

The parties hereto have executed this Agreement the day and year as set out above.

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of the Province by an Authorized
Representative of the Province.

Frank Everitt
(Print Name of Recipient or Authorized
Representative)

Shannon Baskerville
(Print Name of Authorized
Representative)


(Signature)


(Signature)

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Representative of the Recipient.)

SIGNED AND DELIVERED on behalf)
of the Province by an Authorized)
Representative of the Province.)

Frank Everitt)

(Print Name of Recipient or Authorized)
Representative))

Shannon Baskerville)

(Print Name of Authorized)
Representative))

(Signature))

(Signature))

Schedule “A” – Services

DEFINITIONS

1.0 In this Agreement, unless the context otherwise requires:

- (a) “Basic Eligibility Review” means a basic review or interview conducted by a Community Service Provider on all potential Participants to determine if they meet the required NST pilot eligibility criteria as defined in Section 5.1 (a) and (b) of this Schedule and the Recipient must confirm low levels of literacy and lacking essential skills through an Essential Skills Assessment as per Schedule A, Section 5.1 (c) of this Schedule;
- (b) “Community Service Provider” means an approved sub-contractor under this Agreement that the Recipient will use for the delivery of Participant Support Services as described in Section 5.0 of this Schedule;
- (c) “Employer and Worker Outreach” means those Services to be provided by the Recipient as described in Section 4.0 of this Schedule;
- (d) “Essential Skills Assessment” means the process or method used by a Community Service Provider to confirm low levels of literacy and lacking essential skills for potential NST pilot Participants as described in Section 5.1 (c) of this Schedule;
- (e) “Essential Skills Training and Up-skilling” means the training described in Section 6.0 of this Schedule;
- (f) “Management Services” or Administration Services means those services described in Section 7.0 of this Schedule;
- (g) “Participant” means an individual who is a USW member determined by a Community Service Provider to meet the required NST pilot eligibility criteria as defined in Section 5.1 (b) of this Schedule including scoring less than a level three on the Essential Skills Assessment and has been formally accepted into the NST pilot;
- (h) “Participant Action Plan” means the document that identifies the Essential Skills Training and Up-skilling activities that a Participant will undertake as part of their participation in the NST pilot;
- (i) “Participant Support Services” means those Services to be provided by the Recipient as described in Section 5.0 of this Schedule;
- (j) “USW” means the Recipient doing business as Local 1-424 of the United Steelworkers; and
- (k) “Worksite” means a mill plant, planer plant, energy plant, pallet plant, OSB plant, plywood plant, value added plant (Finger joint) in the forestry sector. In the mining sector Worksites are identified as mill operations and pit operations.

NST PILOT OBJECTIVES

2.0 The objectives of the NST pilot are as follows:

- (a) Pilot the delivery of an essential skills training initiative aimed at up-skilling unionized employed and potential workers in the forestry and mining sectors in the north;
- (b) as the USW is an umbrella union, with access to more than 6,000 members and employers, the NST pilot will provide outreach and act as a referral agent for USW members – creating both the awareness and understanding of why up-skilling is important, understanding that the lack of essential skills is a barrier to up-skilling and also to facilitate the referral and access to the training and up-skilling required by USW members that is embedded with the essential skills required to respond to local economic needs; and
- (c) with major projects underway and planned in BC's north, key sectors including forestry and mining continue to face significant challenges in finding the skilled workers needed to fill existing and upcoming opportunities. This challenge is further impacted by the high levels of low literacy and numeracy skills of adult employed workers in the north particularly in the mining and forestry sectors (more than 60%). To address this challenge, the NST pilot will test an innovative solution with BC's largest and most diverse union that will leverage USW's relationship with employers and their ability to influence members to get the Essential Skills Training and Up-skilling needed to work and prosper in key economic sectors in their home communities.

DESCRIPTION OF NST PILOT SERVICES AND ACTIVITIES

3.0 The Recipient must deliver the NST pilot in the following three northern regional areas of the Province:

- (a) **Cariboo Region** – which contains the major communities of: 100 Mile House, Williams Lake, Quesnel, Prince George, MacKenzie;
- (b) **Nechako** – which contains the major communities of: Fraser Lake, Vanderhoof, Houston, Smithers, Burns Lake, Fort St. James; and,
- (c) **North East** – which contains the major communities of: Chetwynd, Dawson Creek, Hudson Hope, Fort St. John, Fort Nelson and Tumbler Ridge.

3.1 For the purposes of the NST pilot, the Recipient must target USW members and their employers in the forestry and mining sectors only and will consist of 35 Worksites.

3.2 The NST pilot will consist of four key areas of service activity as follows: a) Employer and Worker Outreach at USW Worksites; b) Participant Support Services; c) Essential Skills Training and Up-skilling; and, d) Management Services (administration).

EMPLOYER AND WORKER OUTREACH AT USW WORKSITES

- 4.0 With access to more than 6,000 workers at 35 Worksites in the mining and forestry sectors in the defined delivery areas for the NST pilot, the Recipient must deliver Employer and Worker Outreach Services at USW Worksites beginning December 1, 2011. It is expected that the Recipient must visit at least 17 Worksites by March 31, 2012 and the remaining 18 Worksites by August 30, 2012. The Employer and Worker Outreach Services at USW Worksites will include but not be limited to:
- (a) coordinate and deliver in-person information and awareness sessions regarding the NST pilot to employers and USW members at 35 Worksites;
 - (b) at a minimum, the Recipient must visit each Worksite in-person at least once before August 30, 2012. Secondary visits and method of contact for each Worksite will be at the discretion of the Recipient in order to meet the overall objectives and results of the NST pilot;
 - (c) build awareness regarding the importance of essential skills in the workplace with both USW employers and members through ongoing engagement and communication activities including in-person visits, telephone, conference calls, information materials, website etc;
 - (d) provide influence and encouragement for USW members to access the Essential Skills Training and Up-skilling supports available through the NST pilot;
 - (e) the Recipient will leverage their existing 1-800 number to respond to employer and member inquiries regarding the NST pilot. Calls regarding the NST pilot will be transferred to staff of the Recipient responsible for managing the NST pilot for response;
 - (f) provide referrals to potential eligible USW members to the Community Service Providers for a Basic Eligibility Review to determine eligibility and acceptance into the NST pilot. Regardless of the number of referrals, the target number of eligible Participants to participate in the pilot is 840; and
 - (g) the overall Employer and Worker Outreach Services provided must be delivered within the average cost per Worksite as identified in Schedule B 2.0 (A) regardless of the number of visits the Recipient makes to a Worksite.

PARTICIPANT SUPPORT SERVICES

- 5.0 The Recipient must sub-contract with Community Service Providers to deliver Participant Support Services to Participants accepted into the NST pilot.
- 5.1 Participant Support Services are defined as those services and activities performed by the Community Service Provider directly to support a Participant's participation in the NST pilot. The Participant Support Services do not include the training costs and services associated with the Essential Skills Training or Up-skilling activities as described in Section 6.0 of this

Schedule. The eligible Participant Support Services delivered by the Recipient through the Community Service Providers include:

(a) Basic Eligibility Review

- i. the Community Service Provider is responsible for completing a Basic Eligibility Review on potential Participants prior to acceptance into the NST pilot.
- ii. all potential Participants referred by the Recipient to the Community Service Provider will receive a Basic Eligibility Review prior to receiving an Essential Skills Assessment and a Participant Action Plan.
- iii. if an individual does not meet the Basic Eligibility Review they will not receive an Essential Skills Assessment and the Community Service Provider will advise the potential Participant that they are not eligible for the NST pilot and services.

(b) NST Pilot eligibility criteria

- i. In order to meet the Basic Eligibility Review a potential Participant must be determined to be both employed and low skilled or unemployed and non EI eligible. For the purposes of the NST pilot an employed and low skilled individual is defined as:

An "employed" individual is defined as an individual who is receiving, or entitled to receive, wages for work performed for an employer and who is subject to regular employment deductions or who is self-employed.

A "low-skilled" individual is someone who has no recognized post-secondary education towards a university degree and:

- *who does not have a high school diploma or equivalent; or*
- *who has high school education but has low levels of literacy and lacks essential skills*
 - *confirmation of low levels of literacy and lacking essential skills is to be determined through an Essential Skills Assessment as defined in 5.1.c below*
- *Note: individuals with any recognized post-secondary education towards a university degree are not considered low skilled and, therefore, are not eligible to participate in the NST pilot.*

(c) Essential Skills Assessment

- i. All potential Participants who meet the Basic Eligibility Review will receive an Essential Skills Assessment conducted by the Community Service Provider before a Participant is accepted into the NST Pilot and a Participant Action Plan is developed for services.
- ii. The Essential Skills Assessment tool used for the NST pilot must be consistent among all Community Service Providers and be used both pre and post completion of services to assist with measuring the NST pilot results.
- iii. The Recipient must obtain approval from the Province on the Essential Skills Assessment tool and extent of testing to be used for the NST pilot before implementation.
- iv. The Recipient must ensure that Community Service Providers are qualified to deliver the Essential Skills Assessment.

- v. The Essential Skills Assessment will be administered by the Community Service Providers directly with potential Participants to ensure accuracy and that the results are documented and understood in order to maximize the benefits and types of services required for the Participant should they be determined eligible.
- vi. All potential Participants meeting the Basic Eligibility Criteria and scoring less than a level three on the Essential Skills Assessment will be considered a "Participant" and eligible for NST pilot services and can be accepted into the NST pilot. All Participants accepted into the NST pilot are required to complete a Participant intake form attached as Appendix 1 to this Schedule A. The Recipient must ensure documentation is kept on the Participant file to support the Basic Eligibility Review and Essential Skills Assessment results.
- vii. For those potential Participants scoring three or above in all components of the Essential Skills Assessment, will not be considered eligible and will be referred to other community services as appropriate and documentation of the referral will be recorded.

(d) Development of a Participant Action Plan

- i. All Participants who are assessed as eligible will receive a Participant Action Plan to support and document the services they will receive as a result of the NST pilot.
- ii. The Essential Skills Training and Up-skilling identified in the Participant Action Plan must support the deficiencies and gaps identified in the Essential Skills Assessment.
- iii. The Recipient is responsible for approving all Participant Action Plans developed by the Community Service Providers for all Participants prior to the commencement of Essential Skills Training and Up-skilling activities.
- iv. Each Participant Action Plan is to include at a minimum the type of training, duration, name of trainer(s), training location(s), cost, and the rationale for the training and how it will benefit the Participant.

(e) Monitoring and support

- i. Following the development of the Participant Action Plan, Community Service Providers will monitor and support the activities as identified in the Participant Action Plan and provide support to the Participant as needed for the duration of their participation in the NST pilot.
- ii. Upon Participant completion of Action Plan activities, the Community Service Provider will administer a post pilot Essential Skills Assessment for the Participant and have the Participant complete a Participant Exit Form as attached as Appendix 2 to this Schedule A.

ESSENTIAL SKILLS TRAINING AND UP-SKILLING FOR PARTICIPANTS

- 6.0 Essential Skills Training and Up-skilling activities are defined as the training and skill up-grading activities that a Participant receives directly in order to address the deficiencies and gaps identified in the Essential Skills Assessment and as such remove essential skills as a barrier to the Participant's ability to up-skill. All Essential Skills Training and Up-skilling must be approved by the Recipient before commencement. The Recipient will notify the training institutions of the Essential Skills Training and Up-skilling approved, Participant

name, dates etc. The Recipient is responsible for the payment of all training invoices and invoices can only be paid if prior approval for the Essential Skills Training and Up-skilling was documented on the Participant's file and supported in the Participant Action Plan. Eligible Essential Skills Training and Up-skilling activities include:

- (a) **Purchased or structured training** for the Participant. Training identified must be directly related to the Participant's job and address the deficiencies and gaps identified in the Essential Skills Assessment and documented in the Participant Action Plan. Training that is purchased from a training institution must be supported by an invoice and included on the Participant's file. Structured training that is of a referral nature only where the training identified is already funded or supported in the community including adult basic education or on-line training cannot be invoiced as a training cost to the NST pilot by the Recipient.
- (b) **On-the job training** at the Worksite. All on-the job training must be identified and documented through the development of an on-the-job training plan and signed by the worker and employer and attached to the Participant Action Plan. The on-the job training plan must identify the individual(s) receiving the training, the name of the employer and supervisor for the Participant, type of training to be delivered, the skills the individual(s) will learn, the name of the individual providing the training, duration of the training, costs to off-set the training to the employer etc.
- (c) **Participant workplace training supports** e.g., supporting course workbooks etc. Supports provided must be consistent with the *Employment Standards Act*. All itemized supports must be documented in the Participant Action Plan, the reason each support is required, explanation as to why the costs are not supported by the employer and the approved costs.
- (d) **Wage allowance support** for the Participant. Costs must be within reason and only considered where the employer is not willing to cover wages for training taken during working hours and as a result the Participant would be unable to take the training without the allowance. All wage allowance supports must be documented in the Participant Action Plan, reason support is required with approved costs.
- (e) **Travel costs** for out of town training. Costs must be within reason and only provided where the training is not available in the home community of the Participant. All travel costs for out of town training must be documented in the Participant Action Plan, reason support is required and associated costs.

MANAGEMENT SERVICES

7.0 Management Services are the administration and overhead costs associated with the management of the NST pilot. Management Services consist of the following activities:

- (a) Collect and maintain data and report on delivered services and results;
- (b) Manage sub-contractor agreements and relationships;

- (c) Manage finance and administration of pilot (including office supplies and equipment, banking costs etc);
- (d) Manage facilities and staff (wages and mandatory employment related costs, rent and utilities);
- (e) Manage privacy and records in accordance with Schedule E attached to this Agreement;
- (f) Professional fees (IT and Audit, Audit will be required by the Recipient at the end of the Term to ensure financial accountability against allowable contract expenses as per Schedule B Section 3.3 (a);
- (g) Manage contract budget as follows:
 - i) As per Schedule B, Section 2.0 (A), the maximum budget value for Employer and Worker Outreach at USW Worksites is calculated based on an average cost for 35 Worksites. The Recipient is required to manage costs within the component maximum regardless of the number of times they are required to visit a Worksite. Final payment will be based on the number of Worksites visited to a maximum of 35 Worksites. Should the Recipient not meet the expectation of visiting 35 Worksites in-person, the final budget allocation will be adjusted based on the number of Worksites visited and reconciled at the end of the Term.
 - ii) As per Schedule B, Section 2.0 (B), the maximum budget value for Participant Support Services is based on an average cost per Participant for 840 Participants. The Recipient is required to manage costs within the component maximum regardless of the level of service required per Participant based on the expectation for services as required in Section 5.0 of this Schedule. Should the Recipient not meet the expected target of 840, the final budget allocation will be adjusted and reconciled to match the number of Participants accepted during the NST pilot.
 - iii) As per Schedule, B Section 2.0 (C), the maximum budget value for Essential Skills Training and Up-skilling is based on an average cost per Participant. The Recipient is required to manage within the component maximum recognizing the level of training Participants will receive may vary. The final amount payable to the Recipient will be based on the actual invoices submitted to support Essential Skills Training and Up-skilling activities as per Section 6.0 of this Schedule.

PILOT IMPLEMENTATION AND DELIVERY

8.0 The Recipient must implement and deliver the NST pilot within the following timelines and requirements.

(a) NST PILOT DEVELOPMENT AND IMPEMENTATION PHASE from November 1, 2011 to December 31, 2011.

- i. The Recipient must provide to the Province no later than November 15, 2011 a detailed Employer and Worker Outreach at USW Worksite plan that will include the following:
 - o A list of the 35 USW Worksites that the Recipient will visit between December 1, 2011 - August 2012 with documentation on how the Recipient intends to meet with the Worksites during the NST pilot. Information within the plan should at a

minimum include the names of the Worksites, location/community, employer, number of USW members and proposed plan for supporting each Worksite following the in-person visit. In addition, the plan must include a template for the Monthly Employer and Worker Outreach Status Report as required in Section 8 (b), (ii) of this Schedule.

- Implementation is expected to occur in two phases: phase 1 will include an in-person visit to 17 Worksites before March 31, 2012 and phase 2 will include an in-person visit to the remaining 18 Worksites by August 31, 2012.
- ii. The Recipient must provide to the Province for approval no later than November 15, 2011 a list of all sub-contractors the Recipient intends to use for the delivery of the NST pilot. All sub-contractors must be a legal entity and must be qualified to deliver the services as identified in Section 5 of this Schedule. The list must confirm that the sub-contractors identified are a legal entity, qualified to deliver the services including the Essential Skills Assessment, the name and location of the sub-contractor and the service that they will provide for the Recipient to support the delivery of the NST pilot.
- iii. The Recipient must provide to the Province no later than November 30, 2011 a copy of the supporting tools and resources developed to administer the Participant Support Services as per Section 5 and Essential Skills Training and Up-skilling activities as per Section 6 for Participants accepted into the NST pilot. The tools will include but not be limited to the following: Participant Action Plan template, Basic Participant Eligibility checklist, confirmation of the Essential Skills Assessment tool to be used, Essential Skill Training and Up-skilling activities and supporting documents for Community Service Providers, approval forms, Community Service Provider training manuals, activity tracking and reporting forms etc.
- iv. The Recipient must provide to the Province no later than November 30, 2011 a template for the Quarterly Status Report in a format acceptable to the Province.
- v. The Recipient must provide the Province no later than December 31, 2011 a status report update on the implementation schedule and expected timelines for the NST pilot service activities including projections on the expected start date for Participant intake and service delivery and Employer and Worker Outreach at USW Worksites.

(b) NST PILOT SERVICE DELIVERY PHASE starting no later than January 2012 to January 2013

- i. Upon commencement of the NST pilot development and implementation, the Recipient must provide the Province on a monthly basis, the following forms and reports:
 - a. **Participant Intake Form** must be completed by each Participant accepted into the NST pilot, attached as Appendix 1 to this Schedule.
 - b. **Participant Exit Form** must be completed by each Participant upon completion of Action Plan activities, attached as Appendix 2 to this Schedule.
 - c. **Monthly Participant Activity Report** must be completed by the Recipient on a monthly basis to document Participant intake and exist dates and NST pilot eligibility criteria, attached as Appendix 3 to this Schedule.
- ii. **The Recipient must provide a Monthly Status Update Report on Employer and Worker Outreach Activities completed** as defined in Section 4.0 and Section 8 (a) (i).

- iii. The Recipient must provide the Province with a **Quarterly Status Report** in a format agreed to by the Province and the Recipient on the types of Participant Support Services and Essential Skill Training and Up-skilling delivered to Participants as a result of the NST pilot, including Participant success stories where applicable and updates on Employer and Worker Outreach activities. An agreed to format will be confirmed no later than November 30, 2011 as per Section 8 (a), (iv).
- iv. The Recipient must provide to the Province on a quarterly basis the **Quarterly Financial Report** as attached as Appendix 4 to this Schedule as required in Schedule B Section 3.2 to request quarterly financial payments.

(c) PILOT CONCLUSION AND WIND DOWN from February 2013 to March 31, 2013

- i. The Recipient must not without good reason accept new Participants into the NST pilot after January 30, 2013 in order to ensure all goods and services are delivered prior to the pilot end date of March 31, 2013.
- ii. The Recipient must provide to the Province a final report at the conclusion of the NST pilot including the following information:
 - a. Overall summary of the NST pilot model, delivery structure, the types and levels of services delivered, results achieved, outcomes and lessons learned while highlighting the successes and areas for opportunities of the NST pilot;
 - b. Total number of Worksite visits including in-person visits and other methods of contact during the duration of the pilot and feedback provided by both employers and USW members;
 - c. Total number of Participants assessed for Basic Eligibility Review;
 - d. Total number of Participants that received an Essential Skills Assessment and completed an intake form;
 - e. Total number of Participants accepted into the NST pilot;
 - f. Total number of Participants that received a Participant Action Plan;
 - g. A breakdown on the types of training and services provided to Participants as a result of the NST pilot;
 - h. Total number of Participants receiving a post Essential Skills Assessment; and
 - i. Total number of Participants completing an exist form upon completion of the NST pilot;

GOVERNANCE

- 9.0 The Province has identified a governance model for the NST pilot with the goal to resolve all contract management and performance issues as early as possible.
- 9.1 On a monthly basis the Province's contract manager will meet via teleconference with the Recipient to identify and resolve issues as they arise and at the lowest levels, using a collaborative approach.
- 9.2 Where issues continue to arise, are prolonged or multiple contract issues, and occur within the control of the Recipient, and the issues are not resolved using the monthly collaborative approach, issues will be escalated to senior management for further discussion.

- 9.3 The Recipient must follow the Canada/British Columbia Labour Market Agreement Communications Guide for all communications with respect to the NST pilot as attached as Appendix 5 to this Schedule.

Appendix 1



Canada/British Columbia Labour Market Agreement Participant Intake Form

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF OR SEE
THE DEFINITIONS PAGE ATTACHED. THANK YOU.

Name of Program: _____

Organization: _____

Your Name: _____
First Name Middle Initial Last Name

Date of Birth: ____/____/____
Day / Month / Year

Mailing Address: _____
Street Address

City / Town Postal Code

Email Address: _____

Phone Numbers: Home (____) _____ Alternate (____) _____

Community you live in (if different than your mailing address): _____

1. What is your first day with the program: ____/____/____
Day / Month / Year

2. Gender: ☐ Male ☐ Female

3. Do you self-identify as an Aboriginal Person? ☐ No ☐ Yes

If yes, please check one:

☐ First Nations

☐ Métis

☐ Inuit

4. Are you an Immigrant? ☐ No ☐ Yes

If yes, how many years have you been in Canada? _____ years.

5. Are you a Person with a Disability? ☐ No ☐ Yes
6. At the time of registration for this program, were you receiving Provincial Income Assistance?
☐ No ☐ Yes
7. What is the highest level of education you've attained: (please check one)
☐ Less than high school
☐ High School diploma or recognized equivalent
☐ Some post-secondary
☐ Non-university certificate or diploma such as a trades certificate
☐ University - Bachelor's Degree
☐ University - Above Bachelor's Degree
8. At the time of registration for this program, were you: (please check one)
☐ Employed
☐ Self Employed
☐ Unemployed - On a temporary layoff and available for work
☐ Unemployed - Have looked for work in the past 4 weeks
☐ Unemployed - Available for work and have a new job to start within the next 4 weeks
☐ Unemployed - Have NOT looked for work in the past 4 weeks
9. If you checked Employed or Self Employed for Question 8, how many hours do you typically work in a week? _____ hours
- Would you prefer to work more hours? ☐ No ☐ Yes
10. What were your approximate gross earnings per hour at your most recent or current job (i.e. before taxes and deductions are taken)? This includes any tips and commissions.
\$ _____ per hour
11. In which industry was your most recent or current job? _____

My signature below means:

- I have answered all questions on this form and certify that all information I have provided is complete and accurate.
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada/BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Jobs, Tourism and Innovation who is the provincial oversight for British Columbia's allocation of the Canada/BC Labour Market Agreement.
- I understand the Ministry of Jobs, Tourism and Innovation is responsible for fulfilling reporting obligations associated with the Canada/BC Labour Market Agreement; however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.

- I consent to being contacted by the Ministry of Jobs, Tourism and Innovation (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

Collection and Use of Information. All information is collected pursuant to section 28(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of the Labour Market Agreement, Ministry of Jobs, Tourism and Innovation, (250) 952-0642

Signature: _____ Date: _____

Print Name: _____

Definitions:

First Nations: Officially called Indians in the Indian Act, this term refers to the indigenous peoples of North America located in what is now Canada, and their descendants, who are not Inuit or Métis.

Métis: Métis means a person who self-identifies as Métis, is of historic Métis Nation Ancestry and is accepted by the Métis Nation. Métis people identify themselves, and are recognized, as distinct from First Nations (Indian), Inuit or European descendants.

Inuit: The Inuit are the Aboriginal inhabitants of the North American Arctic.

Immigrants: Persons who were foreign born and have been permitted by immigration authorities to live in Canada permanently.

Persons with Disabilities: Persons who have difficulty with daily living activities or have a physical condition or other health problem that reduces the kind or amount of activities they can do.

Less than High School: Persons not recognized as having completed a high school diploma or recognized equivalent and who do not have diplomas or certificates recognized in the BC labour market.

High School: Persons who have completed a high school diploma or equivalent (e.g. General Equivalency Diploma).

Some Post Secondary Education: Persons who have some post secondary (i.e. post secondary program incomplete).

Non university certificate or diploma such as a trades certificate: Persons who have a non university certificate or diploma from a community college, school of nursing, etc. or a trades certificate or diploma from a vocational or apprenticeship training.

University - Bachelors Degree: Persons who have completed university and hold a bachelor's degree.

University degree - Above Bachelor's Degree: Persons who have completed university and hold a Master's degree or PHD.

Employed - Full Time: Persons who work in paid employment at a job or business that is full time (30 hours or more per week) in the context of an employer/employee relationship. (Does not include self employment) This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date)

Employed – Part Time: Persons who work in paid employment that is part time (less than 30 hours per week) in the context of an employer/employee relationship. (Does not include self employment) This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date)

Self Employed: Persons who are working owners of an incorporated or un-incorporated business, farm, or professional practice, with or without paid help. The "un-incorporated" group includes self employed workers who do not own a business (such as babysitters and newspaper carriers). Self employed workers include unpaid family workers, i.e. persons who work without pay on a farm or in a business or professional practice owned and operated by another family member living in the same dwelling.

Unemployed – On temporary layoff and available for work: Persons who are not working full or part time, are on temporary layoff with an expectation of recall, and are available for work.

Unemployed – Have looked for work in past 4 weeks: Persons who are not working full or part time, have looked for work in the past 4 weeks, and are available for work.

Unemployed – Available for work and have a new job to start within the next 4 weeks: Persons who are not working full or part time, have a new job starting within the next 4 weeks, and are available for work.

Unemployed – Have not looked for work in past 4 weeks: Persons who were unwilling or unable to participate in the labour force and have not looked for work in the past 4 weeks. This includes individuals attending public school, attending private or public post-secondary institutions, stay at home parents or caregivers, incarcerated individuals, and discouraged job seekers (those who are unemployed and not actively seeking work as they believe no suitable work is available)

Industry: The category describing an organization's primary business activity. For example: mining, fishing, construction, etc.

Appendix 2



Canada/British Columbia Labour Market Agreement Participant Exit Form

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF.
THANK YOU.

Name of Program: _____

Organization: _____

Your Name: _____		
First Name	Middle Initial	Last Name
Date of Birth: ____/____/____ Day / Month / Year		
Mailing Address: _____		
Street Address		
City / Town		Postal Code
Email Address: _____		
Phone Numbers: Home (____) _____ Alternate (____) _____		
Community you live in (if different than your mailing address): _____		

1. What is your last day with the program: ____/____/____
Day / Month / Year
2. Are you satisfied with the program that you participated in?
☐ Yes
☐ No
Comments: _____
3. Did you leave the program early (i.e. before completion)?
☐ Yes
☐ No
4. Did your participation result in any training certificates (trade ticket, diploma, etc)?
☐ Yes (please specify) _____
☐ No

5. Now that you are leaving the program, what are your plans? (Please check one)
- ☐ Return to/continue prior employment
 - ☐ Have recently found new employment
 - ☐ Seeking employment
 - ☐ Attending training, school, or another program
 - ☐ Other (please specify): _____
6. If you are working, starting new work, or seeking work, will you be self-employed?
- ☐ Yes
 - ☐ No
7. If you are working or starting new work, how many hours per week do you expect to work?
- _____ hours
8. What will your gross earnings be per hour at your new job (before taxes and deductions are taken)? This includes any tips and commissions.
- \$_____ per hour

My signature below means:

- I have answered all questions on this form and certify that all information I have provided is complete and accurate
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada/BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Jobs, Tourism and Innovation who is the provincial oversight for British Columbia's allocation of the Canada/BC Labour Market Agreement.
- I understand the Ministry of Jobs, Tourism and Innovation is responsible for fulfilling reporting obligations associated with the Canada/BC Labour Market Agreement; however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.
- I consent to being contacted by the Ministry of Jobs, Tourism and Innovation (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

Collection and Use of Information. All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of the Labour Market Agreement, Ministry of Jobs, Tourism and Innovation, (250) 952-0642

Signature: _____ Date: _____

Print Name: _____

Appendix 3



Canada/British Columbia Labour Market Agreement Monthly Activity Report Template

Name of Program: _____

Organization: _____ Month: _____

New Participants During Reporting Period

Participant Name	Start Date (D/M/Y)	Expected Completion Date (D/M/Y)	PER PARTICIPANT: CHECK <u>ONE OF THE FOUR</u> ELIGIBILITY CATEGORIES (See Definitions on bottom of form)				
			EMPLOYED PARTICIPANT			UNEMPLOYED PARTICIPANT	
			Has High School Education but lacks recognized certification	Has High School Education but lacks essential skills	Has not completed High School	Unemployed and not an EI client	
1							
2							
3							
4							

Exiting Participants During Reporting Period

Participant Name	Exit Date (D/M/Y)	PER PARTICIPANT: CHECK ONE OF THE TWO CATEGORIES If left program early, please identify if for a job, self employment, to attend school or other reason.	
		Completed the program	Left early (Reason for leaving early)
1			
2			
3			
4			

List key activities that have taken place during this reporting period:

I hereby certify that the information provided on this form is true and correct.

Signature: _____ Date: _____

Print Name: _____

Position: _____

Definitions:

Employed Participants:

Has High School but lacks certification:

Participant has high school diploma, GED, or equivalent but does not have additional certification (i.e. Trades certificate, Class 1 driver's license, Commercial Diver certificate, etc);

Has High School but lacks essential skills:

Participant has high school but is lacking essential skills. There are nine essential skills recognized as necessary employable skills. They are defined as:

1. Reading Text
2. Document Use
3. Numeracy
4. Writing
5. Oral Communication
6. Working with Others
7. Continuous Learning
8. Thinking Skills
9. Computer Use

For detailed descriptions, please see the following HRSDC website:
http://www.hrsdc.gc.ca/eng/workplaceskills/essential_skills/general/home.shtml

Has not completed High School:

Participant does not have a High School diploma, GED, or equivalent;

OR

Has high school credential that is not recognized in Canada.

NOTE: Employed participants who have some/any recognized post secondary education towards a university degree are not considered low skilled and are, therefore, not an eligible participant under the Labour Market Agreement.

Unemployed Participants:

Non-EI Client:

In the Labour Market Agreement, "EI client" means an unemployed individual:

- a) who is eligible for assistance for labour market programs provided by the Canada Employment Insurance Commission under Part II of the Employment Act: or,
- b) who is eligible for assistance under any similar labour market programs provided by British Columbia are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 62) of the Employment Insurance Act.

APPENDIX 4 – MONTHLY ACTIVITY REPORT



Quarterly Financial Report

Quarterly Reporting Period: from _____ to _____

A. Employer and Worker Outreach at USW Worksites Costs

Number of Worksites visited in-person to date:	\$ _____
Total expenditures @ average cost per Worksite to date	\$ _____
*Number of Worksites visited for this quarter only:	\$ _____
Total expenditures @ average cost per Worksite for this quarter only:	\$ _____

B. Participant Support Services

Number of Participants accepted into the NST pilot to date:	\$ _____
Total expenditures @ average cost per Participant to date:	\$ _____
Number of new Participants accepted into the NST pilot for quarterly period:	\$ _____
Total expenditures @ average cost per for quarterly period	\$ _____

C. Essential Skills Training and Up-skilling

Quarterly period only:	\$ _____
Actual expenditures for purchased / structured training:	\$ _____
Actual expenditures for on-the-job training:	\$ _____
Actual expenditures for Participant workplace training supports:	\$ _____
Actual expenditures for wage allowance support:	\$ _____
Actual expenditures for travel costs:	\$ _____
Actual costs to date:	\$ _____
Actual expenditures for purchased / structured training:	\$ _____
Actual expenditures for on-the-job training:	\$ _____
Actual expenditures for Participant workplace training supports:	\$ _____
Actual expenditures for wage allowance support:	\$ _____
Actual expenditures for travel costs:	\$ _____

C. Administration

Total Administration to date	\$ _____
Total Administration for quarter only:	\$ _____

A. Employer and Worker Outreach at USW Worksites Costs	
<u>Total Expenditures for this quarter:</u> <u>Total Expenditures to date:</u>	

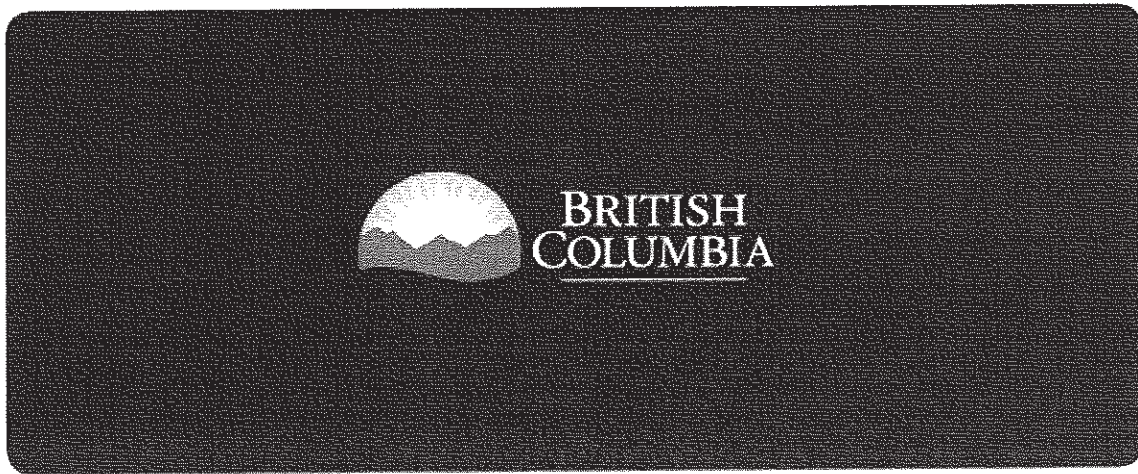
All claimed costs are in accordance with the Service activity components and eligible costs described in Schedule "B" of the Agreement.

Signature: _____ (Authorized Signing Authority)

Print Name: _____ Date: _____

Please ensure form is fully completed, signed and accompanied by supporting documentation including list of Worksites visited during quarterly period.

Appendix 5



Canada/British Columbia Labour Market Agreement Communications Guide

Labour Market Development Branch
Ministry of Jobs, Tourism and Innovation
April 10, 2011



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The Canada-British Columbia Labour Market Agreement includes requirements for recognizing government funding in advertising with communication tools like news releases. This guide provides you information about these requirements.

Complete details regarding these requirements are contained in the Canada-British Columbia Labour Market Agreement:
www.aved.gov.bc.ca/labourmarketagreement/welcome.htm

An organization may not use the federal or provincial logos without permission. Logos and funding acknowledgement may only be used with respect to the specific programs or services that receive Canada-BC LMA funding.

Sample advertisements, inserts and other marketing products are shown beginning on page 8. Your ministry program contact will provide you with electronic versions of the logos. Please only use these electronic versions—do not cut/paste the logos in this document.

Communications

All communication materials referring to programs and services funded under the Canada-British Columbia Labour Market Agreement must acknowledge the contribution made by the Government of Canada and the Province of British Columbia. The following are some examples of when recognition of government funding is required by including the Canada and BC Mark and/or tagline. See Page 6 of the Guidelines for detailed information on the Canada and BC marks.

- Advertisements to recruit program participants.
- Brochures, pamphlets, workbooks, etc provided to participants.
- Cheques provided to participants (wage subsidy or training allowance).
- Signage located at the primary training location.
- News releases that focus on the funded service.
- Any planned event or activity promoting the funded service.

Please see examples beginning on page 6 for correct use of logos and acknowledgment wording. Complete a 3rd party ad-approvals form. The form is available through your ministry contact (see page 14).

STEPS TO FOLLOW:**Approval Form:**

- See page 14

Advertising:

- Submit a sample of the advertisement by using the template provided on page 8 or an ad you have developed.
- Obtain permission to use the advertisement via your ministry contact. Ensure your ministry contact is aware of the media deadline. But sure to provide ample time for advertisement approval.

Direct Client Funding:

- Any funding paid by cheque to participants must acknowledge federal/provincial funding. The acknowledgement can be printed on the cheque or an insert can be included with the cheque (see page 8).

Point of Service Signage:

- It is a requirement under the Canada-British Columbia Labour Market Agreement that there is a sign acknowledging funding where the program regularly takes place. Sign dimensions can be altered to accommodate local standard sizing (see page 8).

Client Forms:

- All forms used by participants (application, intake and completion, etc) must acknowledge the Canada-British Columbia funding of the program. The Canada wordmark and BC Mark and the tagline must appear in the form (see Tagline, page 7).
- If the form is multiple pages, the acknowledgment should be placed on the first or last page.

Websites:

- Government logos may be used on your website, but only on the pages directly related to the program being funded. Use of the logos must also include the tagline (see Tagline, page 7).

News releases:

- Government will always have the first opportunity to announce funded programs. Local news releases or advertisements may be concurrent or follow a federal-provincial release, or if your program manager advises that no government release will be made.

Business Cards:

- Government logos are never to be used on business cards.

Possible Government Communications:

You may be asked to participate in program announcements made by government. These may include one, or all, of the following:

- Announcement of project implementation – An event or news release outlining when, where, and what service is to be delivered.
- First training day – Event opportunity or local news release.
- Last training day – Event opportunity or local news release.
- Completion of project – An event or news release profiling successful outcomes.

Note: Throughout the program or service, you are encouraged to photograph (with permission) clients engaged in LMA programs/services. These photos and a completed photo release form should be sent to the Ministry for possible future use. (see page 16)

Guidelines | Logo use

BC Marks should appear in two-colour version whenever possible. When the background field is light the BC Mark is to appear in its preferred positive two colour version. For dark backgrounds, a reverse image (shown below at right) is also available.

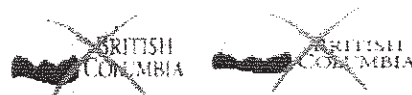
Do not cut and paste logos from this guide. Please obtain graphic files in the appropriate file format for your ads, brochures and web pages from your program contact.

Minimum size of horizontal format: The BC Mark's symbol should never be less than 0.3 inches (.76 cm) in height. For web usage the mark's total height should never be less than 45 pixels.



► Horizontal format minimum height = 0.3"

The proportion (height-to-width ratio) must **never be changed when reducing or enlarging a logo.**



► Never squash or stretch the logo to make it fit.

When only one colour is available for use, the solid-colour version is provided in both positive and reverse. Individuals must follow the guidelines above when choosing the appropriate format for a light or dark background.



► Single-colour, solid positive version

Where the BC Mark appears against a detailed background, such as a photograph, users are required to ensure that the detail and tonal value of the background permit the mark to remain legible and prominent. Colours and hues that conflict with the values and hues of the BC Mark's colours are to be avoided.



► Poor contrast-- Unacceptable use



► Good contrast-- Acceptable use



Canada Wordmark and B.C. Mark (horizontal version)

SAMPLE *Canada Wordmark and BC Mark to be visually similar in size.*

Maintain clear margin equal to the height of the Canada Wordmark all round and 2X between the two marks

Clear margin

Canada

Clear margin



Align bottom of Canada and bottom of BC Mark symbol



► **MISUSE** *BC Mark is proportionally too small*



► **MISUSE** *Canada Wordmark must be placed first in relation to the BC Mark*

WHEN TO USE

All communications materials referring to programs and services funded under the Canada-British Columbia Labour Market Agreement must clearly acknowledge the contribution made by the Government of Canada and the Province of British Columbia through the inclusion of both the Canada Wordmark and the BC Mark and/or a tagline (see Tagline, page 7). The Canada Wordmark should be placed to the left of the BC Mark. The horizontal format of the BC Mark is to be used when combined with the Canada wordmark.

Tagline

SAMPLE *Canada Wordmark and BC Mark with Tagline.*



*Funding provided through the
Canada-British Columbia Labour Market Agreement*

SAMPLE *Funding Acknowledgement Tagline.*

*Funding provided through the
Canada-British Columbia Labour Market Agreement*

WHEN TO USE

All communications materials referring to programs and services funded under the Canada-British Columbia Labour Market Agreement must clearly acknowledge the contribution made by the Government of Canada and the Province of British Columbia through the inclusion of both the Canada Wordmark and the BC Mark and/or the above tagline. If space does not allow for the inclusion of logos, the tagline can be used alone.

Whenever an organization logo appears, it is expected that federal and provincial logos will also appear.

HOW TO USE

Taglines should be consistent in size and appearance with the text used elsewhere in the document or advertisement, but in no case should they be less than 8 point font size.

Cheque Insert

Sample insert to accompany a cheque to a program participant. Shown approximately full-size.

*Funding provided through the
Canada-British Columbia Labour Market Agreement*



For more information about B.C.'s labour market programs, visit www.workbc.ca

Signage

Sample signage for display in the primary program locations –
finished size approximately 40 X 50 cm (16 X 20 inches)

***Funding for this program
provided through the
Canada-British Columbia
Labour Market Agreement***



For more information about B.C.'s labour
market programs, visit www.workbc.ca

Sample advertising & acknowledgement**Return to Work Employability Program
Opportunity for Employers**

Service delivery partner name / logo here

Who is this for?

Employers who have a work-experience
placement available

What will you get?

Employers may be eligible to receive:

- Work-experience participant with skills to match employer's needs
- Wage subsidy for on-the-job training
- Opportunity to train and work with a possible new employee

Local service delivery details here

Program name

Location and registration information

Contact information

Working together to help keep B.C. strong

Funding provided through the Canada-British Columbia
Labour Market Agreement.

 **BRITISH
COLUMBIA**

Sample advertising & acknowledgement

Youth Skills BC

Workplace Pilot Program

www.bowmanemployment.com/ysbc.htm



Offering BC businesses a \$2,000 hiring incentive to hire eligible youth between the ages of 15 and 29, plus up to \$1,000 for training activities.

YOUTH Criteria:	EMPLOYER Criteria:
<ul style="list-style-type: none"> • unemployed and between 15 and 29 • not currently receiving EI and must not have received EI within the past 36 months; or 60 months for a parental claim • not a full-time student or returning to school • resident of BC and legally entitled to work in Canada • not participating in any LMA-funded programs 	<ul style="list-style-type: none"> • in operation for at least one year • in good standing with WorkSafe BC • must employ youth for a minimum of 3 months • must employ youth for a minimum of 30 hours per week • must be deemed suitable for public funding <p>Download Application Form easily from www.bowmanemployment.com/ysbc.htm</p>

For more information, call toll free:

1-877-866-3100

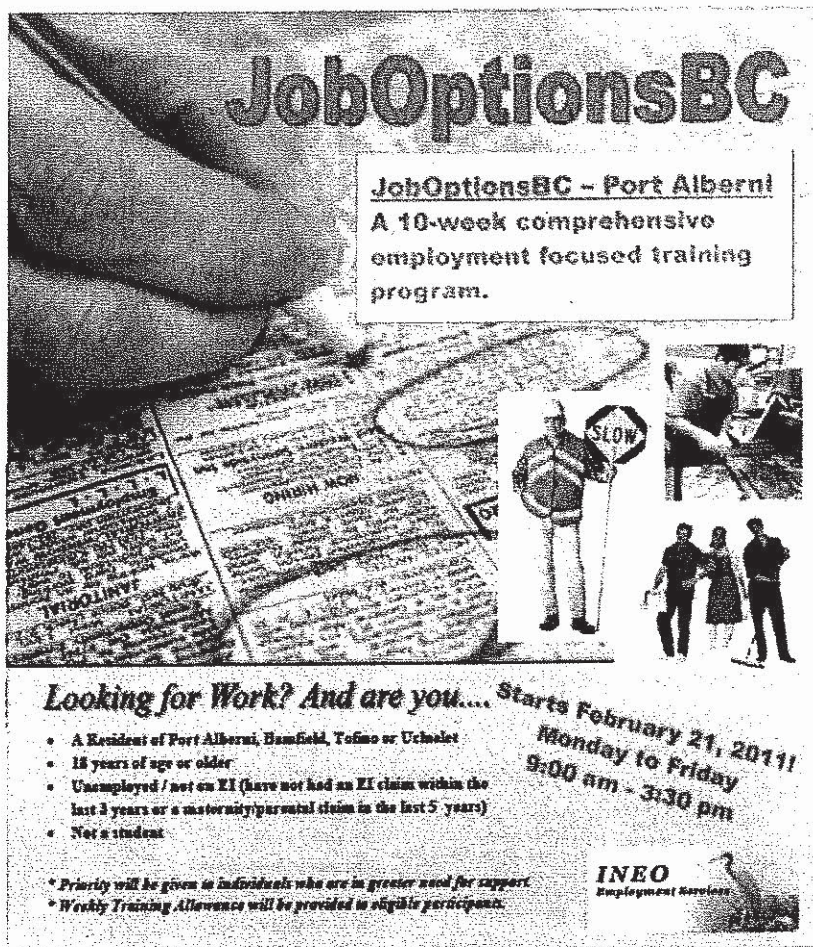
Canada



BRITISH
COLUMBIA

Funding provided through the Canada-British Columbia
Labour Market Agreement

Sample advertising & acknowledgement



JobOptionsBC

JobOptionsBC - Port Alberni
A 10-week comprehensive employment focused training program.

Looking for Work? And are you....

- A Resident of Port Alberni, Bamfield, Tofino or Ucluelet
- 18 years of age or older
- Unemployed / not on EI (have not had an EI claim within the last 3 years or a maternity/parental claim in the last 5 years)
- Not a student

Starts February 21, 2011!
Monday to Friday
9:00 am - 3:30 pm

** Priority will be given to individuals who are in greater need for support.*
** Weekly Training Allowance will be provided to eligible participants.*

INEO
Employment Services

Working together to help keep BC strong

Canada



BRITISH
COLUMBIA

Funding provided through the Canada-British Columbia Labour Market Agreement.

Example of a good advertisement - leads with the correct program name, provides local information, acknowledges funding and uses the Canada & BC logos correctly.

Sample advertising & acknowledgement

Issue 1 September 2010

SKILLSPLUS 2010

OPPORTUNITIES CAREER SERVICES

SkillsPlus 2010 — "Falling" for Training

World Host ... coming to a location near you

- It worked for the BC Olympics. It will work for Campbell River
- Reminds you of the importance of excellent customer service
- Assists you in communicating more effectively and efficiently with customers
- Aids in demonstrating attentiveness to customers' needs

Scary, True Facts

Loss your job? Almost 50% of Canadians don't have the skills they need to get or keep a job.

Loss your mind? You start losing your skills at 25 and keep losing them till your 55 - unless you upgrade.

Increases skills. Using computers consistently increases your skill level.

Increases income. You can earn more money by increasing your skill level.

In recent months we at Opportunities' have been speaking to people about a great training opportunity. Well our summer is almost over—and it's the time to start thinking about the "FALL." What a great way to approach it—thinking about "TRAINING."

Some of you have visited our office and started the process to access training. We know others have plans to get the process started. Come and see us to take advantage of free training in the months to come.

There are so many possibilities out there to keep your skills current, your mind fresh, and

your opportunities for the future open. Some options are World Host, first aid, computer training, customer service, dealing with difficult customers, etc.

We will also run a series of mini workshops that are applicable to the workplace, as well as a Leadership course through North Island College.

Think about what you'd need to increase your skills in your current (or future) position.

We look forward to working with you on your training plan. Call us (250-349-8181) to book an appointment to chat with Gail and Jane about some training options for you.

Get plugged into training that will move you forward in your personal and work life!

Call Opportunities to book an appointment with a SkillsPlus coach: 250-328-3438

Unlearn These Essential Skills

- getline
- thumres
- yttomave
- recufegmo

even mynduoow xowwumru
"xowwumru" Supes

Team Work Pays Off Big Time

Sometimes it can feel like you're in a tug of war rather than working as a team. Strong teams are made up of people motivated to work together and to solve complex problems.


Solid teams are energizing! Productivity improves!

Communication is crucial! People enjoy their work!

Opportunities offers two fun and interactive workshops that help build strong teams. Learn to identify your strengths and the best way to work with others.

Call and sign up for these workshops and learn how to work effectively with everyone.

Canada



BRITISH
COLUMBIA

Funding provided through the
Canada-British Columbia Labour Market Agreement

Sample of newsletter acknowledgement

Sample advertising & acknowledgement



Sample of webpage acknowledgement

Third Party Logo Use Approval Form

To receive approval for the use of the BC Mark and Canada logos, you must first complete and submit the Application for Third Party Use of BC ID and provide a sample of the materials with the logos already placed. Please e-mail or fax the completed form found on the next page to your ministry program contact with the sample(s) attached. You are required to complete this form for all new materials produced.

A new approval form is **not required** when:

- reprinting previously approved materials such as posters or cheque stuffers.
- an approved advertisement is reprinted with minor changes (such as date or location) and the use falls within the dates specified in the original approval.

A new approval form **is required** when:

- new or additional marketing or advertising materials, not previously identified and approved, are created.
- the term for which permission to use the BCID and Canada marks has expired.

Application for Third Party Use of BC ID

Name of organization _____

Brief description of organization _____

Contact information *include additional contacts if acting on behalf of above organization (e.g. contractor)*

Name _____ Address _____

Title _____

Phone _____

Fax _____ e-mail _____

Intended use of identity _____

Medium *Provide Copy When Possible*

☐ Pamphlets

☐ Brochure

☐ Website

☐ Banner

☐ Poster

☐ Billboard

☐ Other *(explain)* _____

List any other Marks that will appear in conjunction with the BC Mark _____

Time and duration ID will be used _____

Additional information _____

Endorsements/Approvals

Name _____ Signed _____ date 1 / 1 / 2006

Ministry Communications Director

Name _____ Signed _____ date / / /

Corporate Communications Director

Name _____ Signed _____ date 1 / 1 / 2006

Graphic Standards Committee

1001/012 2006

15



Photography Release

Date: _____

I, _____, hereby Irrevocably consent to and authorize the use and reproduction by you, or anyone authorized by you, of any or all photographs which you have this day taken of me or my property, for any purpose whatsoever without further compensation to me and release unto the Province of British Columbia all claims to copyright in the above material. I agree to indemnify and hold harmless the Province against any and all manner of claims and actions for infringement of copyright which may at any time arise with respect to material. It is understood that the material noted above is copyright by the Province of British Columbia and may not be reproduced in whole or in part for any purpose without the express permission of the Crown, its agents or servants. All film negatives and positives and electronic images and data, together with the prints shall constitute your property, solely and completely.

Signature: _____

Signature of parent or guardian if minor: _____

Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Phone: _____ Signature of witness: _____

For Internal Use

Photographer: _____ Date: _____

Location / Caption or Description: _____

Government Communications
and Public Engagement

SCHEDULE B – Financial Contribution

Agreement Maximum

- 1.0 Notwithstanding any other provision of this Agreement, subject to this Schedule and the performance of the Recipient's obligations and the performance of the Services under this Agreement as defined in Schedule A to the Province's satisfaction, the Province will pay the Recipient a Financial Contribution up to a maximum amount of \$2,978,840 during the Term of the Agreement.

Fees

- 2.0 Payment by the Province of any part of the Financial Contribution will be made on the basis of the following table in respect of actual Services performed by or on behalf of the Recipient.

Service Activity Component	Average cost	Total Contribution
A. Employer and Worker Outreach at USW Worksites		
• Employer and Worker Outreach at 35 USW Worksites as described in Schedule A Section 4.0 and Section 7.0(g) (i)	Average cost per Worksite \$10,694.66	\$ 374,313
B. Participant Support Services	\$	
• Support Services for 840 Participants as described in Schedule A Section 5.0 and Section 7.0 (g) (ii)	Average costs per Participant \$750	\$ 630,000
C. Essential Skills Training and Up-skilling for Participants	\$	
• Essential Skills Training and Up-skilling for 840 Participants as described in Schedule A Section 6.0 and Section 7.0(g) (iii)	Average cost per Participant \$1,997*	\$1,677,481
D. Management Services	\$	
• Administration and overhead costs as described in Schedule A Section 7.0	10.03%	\$ 297,010
Total Financial Contribution		\$2,978,840

*Payments made to the Recipient on behalf of the Province for this component will be based on actual costs incurred

- 2.1 The Recipient will not charge more than the Total Contribution costs for each of the Service activity components as described above and will not transfer costs or funds from one Service activity component to another without prior approval from the Province.
- 2.2 The Recipient is required to manage the Total Financial Contribution described above to an average cost per Participant of \$3,546.24 for a total of 840 Participants.
- 2.3 Funding received by the Recipient for Essential Skills Training and Up-skilling for Participants shall be kept in a separate account and the Recipient shall provide evidence of such account at the request of the Province.

Payment Schedule

- 3.0 As per Schedule A, Section 8, payments to the Recipient will be made as follows:
- 3.1 **NST pilot development and implementation phase.** The Province will pay the Recipient a payment of \$838,279.25 on or before November 30, 2011 upon receipt of evidence of the Services performed as defined in Schedule A, Section 8 (a) (i) (ii) (iii) and (iv) comprised of the following blended amounts of advanced and reared payments as follows:
- (a) Employer and Worker Outreach at USW Worksites for a total of \$187,156.50 which represents 50% of the Total Contribution as per Schedule B Section 2 (A) for Services delivered as per Schedule A Section 8 (a) (i).
 - (b) Participant Support Services for a total of \$157,500 which represents 25% of the Total Contribution as per Schedule B Section 2 (B) for Services delivered as per Schedule A, Section 8 (a) (ii) (iii) and (iv).
 - (c) Essential Skills Training and Up-skilling for a total of \$419,370.25 which represents 25% of the Total Contribution as per Schedule B 2 (C) for services delivered as per Schedule A, Section 8 (a) (ii) (iii) and (iv).
 - (d) Management Services for a total of \$74,252.5 which represents 25% of the Total Contribution as per Schedule B Section 2 (D) for Services delivered as per Schedule A, Section 8(a) (i) (ii) (iii) and (iv).
- 3.2 **NST pilot service delivery phase.** The Province will pay the Recipient quarterly payments for the remainder of the Term upon receipt of evidence of the Services performed as defined in Schedule A and upon receipt of the reports as identified in Schedule A, Section 8 (b) comprised of the following blended amounts of advanced and reared payments as follows:
- (a) **Quarter One** representing the period of April 1, 2012 to June 30, 2012 with a **payment date of March 31, 2012** based on receipt of the following:
 - i. Employer and Worker Outreach at USW Worksites for a total of \$187,156.50 representing 50% of the remaining Total Contribution as per Schedule B Section 2.0 (A) for Services delivered as per Schedule A Section 8 (b) (ii).
 - ii. Payment for Services as defined in Schedule B, Section 2.0 (B) (C) and (D) payable upon receipt and approval by the Province for the reports identified in Schedule A, Section 8 (b) (i) (iii) and (iv). Payment amount will be determined based on an invoice submitted by the Recipient reconciling payment received by the Recipient for the Service to date, expenditures incurred for actual Services delivered for the previous reporting period and projected expenditures for Services in the next reporting period.
 - (b) **Quarter Two** representing the period of July 1, 2012 to September 30, 2012 with a **payment date of June 30, 2012** based on receipt of the following:
 - i. Payment for Services as defined in Schedule B, Section 2.0 (B) (C) and (D) payable upon receipt and approval by the Province for the reports identified in Schedule A Section 8 (b) (i) (iii) and (iv). Payment amount will be determined based on an invoice submitted by the Recipient reconciling payment received by the Recipient for the Services to date, expenditures incurred for actual Services delivered for the previous reporting period and projected expenditures for Services in the next reporting period.

(c) **Quarter Three** representing the period of October 1, 2012 to December 30, 2012 with a **payment date of September 30, 2012** based on receipt of the following:

- i. Payment for Services as defined in Schedule B, Section 2.0 (B) (C) and (D) payable upon receipt and approval by the Province for the reports identified in Schedule A Section 8 (b) (i) (iii) and (iv). Payment amount will be determined based on an invoice submitted by the Recipient reconciling payment received by the Recipient for the Services to date, expenditures incurred for actual Services delivered for the previous reporting period and projected expenditures for Services in the next reporting period.

(d) **Quarter Four** representing the period of January 1, 2013 to March 15, 2013 with a **payment date December 31, 2012** based on receipt of the following:

- i. Payment for Services as defined in Schedule B, Section 2.0 (B) (C) and (D) payable in arrears upon receipt and approval by the Province for the reports identified in Schedule A, Section 8 (b) (i) (iii) and (iv). Payment amount will be determined based on an invoice submitted by the Recipient reconciling payment received by the Recipient for the Service to date and expenditures incurred for actual Services delivered for the previous reporting period.

3.3 Final Payment

- (a) On completion of Services, including a post program audit completed by a third party prior by March 31, 2013.
- (b) Upon receipt of approval by the Province of all final reports as identified in Schedule A, Section 8 (b) and (c) to the satisfaction of the Province, a final payment will be made to the Recipient not to exceed the remaining balance of the total Financial Contribution for the Agreement.

3.4 If the Recipient receives a contribution from any other level of government or other source, the Recipient will deduct from any amounts claimed against the Province for performing the Services an amount equal to the amount received from the other source (i.e. no double dipping will be permitted).

3.5 The Recipient will not request the payment of any charge or fee from Employers or Participants for their participation in the NST pilot.

3.6 No contribution will be paid with respect to an immediate family member of the Recipient, unless requested by the Recipient and authorized in writing by the Province. It is the responsibility of the Recipient to request a written authorization from the Province. "Immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, or relative permanently residing with the Recipients officer or director, as the case may be.

3.7 Any refunds received by the Recipient will be deducted from the amount of any subsequent payment. Any refunds received by the Recipient after the end of the Term will be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days.

3.8 Invoice:

In order to obtain payment of any Fees under this Agreement, the Recipient must submit a written statement of account in a form satisfactory to the Province and in frequency described in this Schedule B, containing:

- (a) the Recipient's legal name and address;
- (b) the date of the statement;
- (c) the Recipient's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Recipient claims Services have been performed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Recipient with receipts attached, if applicable, and, if the Recipient is claiming reimbursement of any HST or other applicable taxes paid or payable by the Recipient in relation to those expenses, a description of any credits, rebates, refunds or remissions the Recipient is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Recipient's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other payment information reasonably requested by the Province.

- 3.9 Any interest earned on advances of the Province's contribution shall be accounted for by the Recipient. Such interest shall be deemed to be part of the payment of the Total Contribution and shall be used or applied to offset the Province's payments for Services delivered.

SCHEDULE C – SUB-CONTRACTING

1. The Recipient will ensure that any sub-contracts will include, at a minimum, conditions which ensure that sub-contractors will comply with the *Workers' Compensation Act* and maintain documentation to this end for inspection by the Recipient and the Province.
2. In addition, sub-contracts will include schedules to ensure sub-contractor compliance with:
 - (a) the conditions outlined in Schedule "E" of this Agreement;
 - (b) the *Personal Information Protection Act* (PIPA), including a requirement on the part of the local delivery agent to obtain the informed consent of each Participant for the limited uses specified in the Schedule, and These schedules should be the same or similar to Schedule "E" of this Agreement.
3. The Province approves of the following sub-contractors and may add to this list with the prior written consent of both parties as described in Schedule A, Section 8 (a) (ii).

A Division of 396087 BC Ltd
Myrt Turner, President
M. Turner & Associates
1360 Fifth Avenue
Prince George, BC V2L 3L4
Fax: 1-250-562-2433
Tel: 1-250-563-6181
Cell: S22

Schedule "D" – Insurance

Master Insurance Plan

1. The Province will purchase and maintain Comprehensive General Liability insurance in the amount of \$2,000,000 inclusive per occurrence against bodily injury and property damage arising out of the Recipient's performance of the services on behalf of the Province as outlined in this Agreement.
2. The Recipient shall be responsible for and pay any deductible under the policy.
3. The Recipient will be provided with a Certificate of Insurance and a copy of the insurance policy wording.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement but the province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Recipient's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
6. The Recipient shall provide, maintain, and pay for, any additional insurance which the Recipient is required by law to carry, or which the Recipient considers necessary to cover risks not otherwise covered by insurance specified in section 1.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “access” means disclosure by the provision of access;
 - (b) “Act” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Recipient as a result of the Agreement or any previous agreement between the Province and the Recipient dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Recipient is aware of and complies with the Recipient’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create personal information that is necessary for the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient’s collection of personal information.

Accuracy of personal information

6. The Recipient must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Recipient or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Recipient receives a request for access to personal information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Recipient to provide such access and, if the Province has advised the Recipient of the name or title and contact information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Recipient must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Recipient of the date the correction request to which the direction relates was received by the Province in order that the Recipient may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Recipient disclosed the information being corrected or annotated.
11. If the Recipient receives a request for correction of personal information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province and, if the Province has advised the Recipient of the name or title and contact information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Recipient must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Recipient must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Recipient must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Recipient may only use personal information if that use is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Recipient may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Recipient, the Recipient:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Recipient must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Recipient, the Recipient must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Recipient, enter on the Recipient's premises to inspect any personal information in the possession of the Recipient or any of the Recipient's information management policies or practices relevant to the Recipient's management of personal information or the Recipient's compliance with this Schedule, and the Recipient must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Recipient must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Recipient as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
- 22. The Recipient acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

- 23. If for any reason the Recipient does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Recipient must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

- 24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Recipient, terminate the Agreement by giving written notice of such termination to the Recipient, upon any failure of the Recipient to comply with this Schedule in a material respect.

Interpretation

- 25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 26. Any reference to the "Recipient" in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with this Schedule.
- 27. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
- 28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 29. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
- 30. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.