

IRONWORKERS LOCAL 97 STANDARD AGREEMENT

Between:

**Local 97 of the
International Association of Bridge,
Structural, Ornamental and Reinforcing
Ironworkers**

(Hereinafter Referred to as the "Union")

And:

**Construction Labour Relations
Association of B.C.**

**on its own behalf, on behalf of its member Employers who have authorized
CLR to execute this agreement and who are included on the attached
signatory list, and those
members added from time to time by notice given to the Union.**

(hereinafter referred to as "CLR")

May 1, 2004 to April 30, 2010

Table of Contents

Clause	Page
1 Object	1
2 Coverage	1
3 Wages and Hourly Cost Items	2
301 Wage Rates	2
302 Foreman	3
303 Underground	3
304 Helicopter Use	3
305 Apprentices	4
306 Apprentice Wage Rates	4
311 Health & Welfare	5
312 Pension Plan	5
313 Affiliation Fees	6
314 Ironworkers Trade Improvement Fund	6
315 Check Off - Field Dues	6
316 Contract Administration Fund	6
317 Jurisdictional Assignment Fund	7
318 Rehabilitation Fund	7
319 B.C.B.C.B.T.U. Fund	7
4 Annual Vacation and Statutory Holidays	8
5 Foremen	8
6 Hours of Work	9
603 Compressed Work Week	9
7 Overtime	10
8 Shifts	11
9 Payment of Wages	12
10 Reporting for Work	12
11 Travel Expenses	13
12 Out-of-Town Jobs	13
1201 Travel Allowance	13
1205 Out of Town Accommodation	14
1208 Definition of Industrial	15
1212 Periodic Leave	15
1215 Weekend Checkout	16
13 Clothes Room	16
14 Working Conditions	17
1404 Rest Breaks	17
15 Safety Provisions	18
16 Union Security	19
17 Business Representative and Job Steward	21
18 Settlement of Grievance	21
19 Duration of Agreement	22
20 Savings Clause	22
21 Enabling	23
Appendix "A" Trade Jurisdiction	24
Reinforcing Addendum	25

CLAUSE 1 - OBJECT

The object of this Agreement is to stabilize the industry, elevate the trade and to promote peace and harmony between Employers and Ironworkers, to facilitate the peaceful adjustments of all disputes and grievances, to prevent strikes and lockouts, waste, expense, avoidable and unnecessary delays in construction and repair work. Both parties to this Agreement are committed to providing safe work sites and safe work practices.

The Agreement shall be the Standard Agreement for the Province of British Columbia and Yukon Territory and will extend to all Employers with whom the Union bargains collectively.

CLAUSE 2 - COVERAGE

201 This Agreement shall apply to all Employees engaged in but shall not necessarily be limited to the following:

The field fabrication, erection, installation, welding, demolition, revision, repair and dismantling of all structural and miscellaneous steel; the field fabrication, sorting, cutting, bending, moving, hoisting, placing, welding and tying of all materials used to reinforce concrete construction; the rigging, moving, handling and placing of all machinery and equipment; the erection of chain link fence when fastened to steel poles; all metal curtain wall installation, all corrugated sheet metal fastened to steel framing.

202 **Precast, Prestressed, Reinforced Concrete Structural Members for Buildings, Bridges and Other Structures**

Where precast, prestressed, reinforced concrete structural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks and/or rigging is used, the work of loading, unloading, moving and placing to complete erection shall be performed by Ironworkers.

203 When a mobile crane is to be assembled, dismantled, lengthening or shortening of booms, removing or replacing cables of cranes when used by Ironworkers, it shall be the work of the Ironworkers. If a crane has already been assembled on a site and used by another trade or trades for non-Ironworker work, then prior to use of the crane by Ironworkers the Ironworkers may request that the assembly of the crane be inspected. This inspection shall be done by the Ironworker appointed by the Employer.

The inspection shall be carried out so as to avoid delay in the completion of the crane work. The Ironworker inspecting the crane assembly shall be paid in the same manner as for normal work done on the project.

204 The Employer recognizes the work jurisdiction of the International Association of Bridge, Structural and Ornamental and Reinforcing Ironworkers as set out in Appendix "A" of this Agreement. Such jurisdiction of work is subject to trade Agreements and decisions of record and the Procedural Rules of the National Joint Board for the Settlement of Jurisdictional Disputes.

205 Appendix "A" of this Agreement is applicable to work performed in the field in British Columbia and Yukon, but is subject to Trade Agreements and Decisions of the National Board for the Settlement of Jurisdictional Disputes.

206 **Jurisdictional Disputes**

Any jurisdictional dispute between the Union and any other building and construction trades union that involves any work undertaken by the Employer shall be settled in accordance with the B.C. Jurisdictional Assignment Plan, or any other plan or method of procedure such as the Canadian Jurisdictional Board that may be adopted in the future by the Building and Construction Trades Department A.F.L. - C.I.O.

207 B.C. Jurisdictional Assignment Plan

- (a) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of the Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), Agreement(s) and/or memorandum as may be agreed from time to time by CLR and the British Columbia and Yukon Territory Building and Construction Trades Council (BCYT). Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- (b) The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- (c) CLR shall inform their members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- (d) The parties agree that in all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignments established by the Plan.
- (e) Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the Jurisdictional Assignment Plan, the Union will not make any claim or bring any independent action for back pay or any other damages through the Umpire, Arbitration or the B.C. Labour Relations Board, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for noncompliance with the Umpire's ruling for the period subsequent to the ruling.
- (f) The Union agrees that the establishment of picket lines and/or stoppage of work by reason of the Employer's and/or assignment of work are prohibited. The Union shall not institute or post picket lines for jurisdictional purposes.
- (g) The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through the provisions of this Agreement.

CLAUSE 3 - WAGE RATES AND HOURLY COST ITEMS

301 (a) Commercial/Institutional

	Aug 14/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	May 1/08	May 1/09
Wages Journeyman	25.830	26.280	26.980	27.430	28.760	29.310	tba
Vac. & Stat. Hol. Pay	3.100	3.154	3.238	3.292	3.451	3.517	tba
Health & Welfare	2.650	2.650	2.650	2.650	2.660	2.760	tba
Pension	4.430	4.430	4.600	4.600	4.600	5.000	tba
Wage Package	36.010	36.514	37.468	37.972	39.471	40.587	

	Aug 14/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	May 1/08	May 1/09
Contract Administration	0.130	0.130	0.130	0.130	0.130	0.130	tba
Trade Improvement	0.620	0.620	0.920	0.920	0.920	1.050	tba
Affiliation Fees	0.030	0.030	0.030	0.030	0.030	0.030	tba
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010	tba
JAPlan Fund	0.010	0.010	0.010	0.010	0.010	0.010	tba
Rehabilitation Fund	0.020	0.020	0.020	0.020	0.020	0.020	tba
Centennial Fund	0.050	0.050	0.050	0.050	0.050	0.050	tba
Total Funds	0.870	0.870	1.170	1.170	1.170	1.300	
Field Dues (Deduction)	1.080	1.100	1.120	1.140	1.180	1.220	tba

(b) Industrial

	Aug 14/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09
Wages Journeyman	25.830	26.280	26.980	27.870	29.200	29.650	30.200	tba
Vac. & Stat. Hol. Pay	3.100	3.154	3.238	3.344	3.504	3.558	3.624	tba
Health & Welfare	2.650	2.650	2.650	2.650	2.660	2.660	2.760	tba
Pension	4.430	4.430	4.600	4.600	4.600	4.600	5.000	tba
Wage Package	36.010	36.514	37.468	38.464	39.964	40.468	41.584	
Contract Administration	0.130	0.130	0.130	0.130	0.130	0.130	0.130	tba
Trade Improvement	0.620	0.620	0.920	0.920	0.920	0.920	1.050	tba
Affiliation Fees	0.030	0.030	0.030	0.030	0.030	0.030	0.030	tba
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010	0.010	tba
JAPlan Fund	0.010	0.010	0.010	0.010	0.010	0.010	0.010	tba
Rehabilitation Fund	0.020	0.020	0.020	0.020	0.020	0.020	0.020	tba
Centennial Fund	0.050	0.050	0.050	0.050	0.050	0.050	0.050	tba
Total Funds	0.870	0.870	1.170	1.170	1.170	1.170	1.300	
Field Dues (Deduction)	1.080	1.100	1.120	1.150	1.200	1.210	1.250	tba

The Parties agree that between March 15, 2009 and April 15, 2009, the Parties shall meet to negotiate mutually acceptable wage package amendment(s) to be effective from May 1, 2009 to agreement expiry on April 30, 2010. Should the Parties be unable to reach settlement by March 31, 2009, the issue shall be referred immediately to an interest arbitrator for final resolution by April 15, 2009.

302 Ordinary Foreman

Ordinary Foreman shall be paid fifteen percent (15%) over the Journeyman hourly wage rate.

303 Underground Work

On Industrial projects, Employees required to work underground shall receive prevailing wage rates plus ten percent (10%). This clause shall not apply to work within basements of buildings or open ditches.

304 Helicopter Use

In the event a helicopter is used by the Employer during the course of construction, an Ironworker shall be paid wages in the following manner:

- (a) An Ironworker who during the course of the day is to work directly with a helicopter and whose work during that day requires him to work on the ground shall, for that day, be paid a premium equal to twenty-five percent (25%) of his straight time wages for a minimum of four (4) hours during that day.

- (b) An Ironworker who during the course of the day is to work directly with a helicopter and whose work during that day requires him to work above ground shall, for that day, be paid a premium equal to fifty percent (50%) of his straight time wages for a minimum of four (4) hours during that day.
- (c) Nothing contained in (a) and (b) shall be construed or interpreted in such a manner as will entitle an Ironworker in any one day in respect of the use of a helicopter to claim a premium exceeding an amount equal to fifty percent (50%) of his straight time wages for all hours worked during that day.
- (d) The words *to work directly with a helicopter* contained in (a) and (b) shall be deemed to apply only to an Ironworker expressly and specifically directed to perform work simultaneously and in conjunction with the use of a helicopter at his station of work, and nothing in (a) and (b) shall be construed or interpreted in such manner as will entitle an Ironworker to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance of or preparation to operations subsequently performed with the use of a helicopter.
- (e) An Ironworker being transported on the job by helicopter shall carry with him his hand tools, his lunch and rain clothing when appropriate. Other tools and rigging supplies and miscellaneous materials necessary for performance of the work shall be carried together with an Ironworker and when appropriate shall be carried in a sling beneath the helicopter.
- (f) Ironworkers required to work directly with a helicopter shall be on a voluntary basis.

305 Apprentices

Pre-apprentices shall be cleared by the Union and permitted to work in the field at the rate of fifty-five percent (55%) of the Journeyman's rate plus one dollar (\$1.00) prior to entering apprenticeship school. When the Union cannot supply Ironworkers, the Employer may hire non-members of the Union in accordance with Clause 16. Individuals hired in this manner are to be paid at no less than sixty-eight percent (68%) of the Journeyman rate with the understanding that the experience of individuals is to be assessed.

On commencement of employment in the field, an Apprentice shall start at the rate of sixty-five percent (65%) of the Journeyman's rate and shall receive an increase of five percent (5%) of the Journeyman's rate every seven hundred and fifty (750) hour period. Wage rates for the first three (3) apprenticeship terms are to be paid an additional fifty cents (\$0.50). After completion of six (6) seven hundred and fifty (750) hour periods of apprenticeship, the Apprentice shall be required to pass examinations set by the Union Examining Board and to have satisfied requirements set out by the Joint Committee of the Ironworkers' Trade Improvement Fund, and when he has successfully passed same, he shall be paid at the prevailing Journeyman rate.

306 Apprentice Wage Rates

Commercial/Institutional

		Aug 14/05	Nov 1/05	May 1/06	Nov 1/06	May 1/07	May 1/08	May 1/09
Pre-app.	55% + 1.00	15.210	15.450	15.840	16.090	16.820	17.120	tba
0-750 hrs.	65% + 0.50	17.290	17.580	18.040	18.330	19.190	19.550	tba
751-1500 hrs.	70% + 0.50	18.580	18.900	19.390	19.700	20.630	21.020	tba
1501-2250 hrs.	75% + 0.50	19.870	20.210	20.740	21.070	22.070	22.480	tba
2251-3000 hrs.	80%	20.660	21.020	21.580	21.940	23.010	23.450	tba
3001-3750 hrs.	85%	21.960	22.340	22.930	23.320	24.450	24.910	tba
3751-4500 hrs.	90%	23.250	23.650	24.280	24.690	25.880	26.380	tba

Industrial

Apprentice wage rates for Industrial work differ from Commercial/Institutional commencing November 1, 2006

		<u>Nov 1/06</u>	<u>May 1/07</u>	<u>Nov 1/07</u>	<u>May 1/08</u>	<u>May 1/09</u>
Pre-app.	55% + 1.00	16.330	17.060	17.310	17.610	tba
0-750 hrs.	65% + 0.50	18.620	19.480	19.770	20.130	tba
751-1500 hrs.	70% + 0.50	20.010	20.940	21.260	21.640	tba
1501-2250 hrs.	75% + 0.50	21.400	22.400	22.740	23.150	tba
2251-3000 hrs.	80%	22.300	23.360	23.720	24.160	tba
3001-3750 hrs.	85%	23.690	24.820	25.200	25.670	tba
3751-4500 hrs.	90%	25.080	26.280	26.690	27.180	tba

The Employer shall deduct one dollar (\$1.00) per hour after taxes from Pre-Apprentice wages and fifty cents (\$0.50) from Apprentices and remit these monies to the Union. The Union will bank these remittances for individual apprentices and will pay such banked monies to apprentices at the time they attend annual Apprenticeship School.

307 Structural and Reinforcing Ironworker apprentices shall be employed on construction work at the ratio of one (1) Apprentice to every four (4) Journeymen employed on a company basis.

308 Ironworker Apprentices may be employed on application of ornamental work at the ratio of one (1) Apprentice to every one (1) Journeyman employed on a company basis.

309 Apprentices shall be employed in accordance with the provisions established by the Ironworker Local 97 Trade Improvement Committee.

310 Apprentices shall be given the support of Journeymen working on the job on which the Apprentices are employed and under the supervision of the Foreman.

311 Health and Welfare Plan

The Employer shall make contributions to the Ironworkers, Local 97 Health and Welfare Plan or two dollars and sixty-five cents (\$2.65) per hour earned. Effective May 1, 2007, contributions shall increase to two dollars and sixty-six cents (\$2.66) and further, effective May 1, 2008, to two dollars and seventy-six cents (\$2.76) per hour earned.

The contributions of the Employers shall be used exclusively to provide welfare benefits to eligible Ironworkers in such form and amount as the Trustees of the Welfare Fund may determine and the organization and administration expenses of the Welfare Fund.

312 Pension Plan

The Employer shall make contributions to the Ironworkers, Local 97 Pension Fund of four dollars and forty-three cents (\$4.43) per hour earned. Effective May 1, 2006, contributions shall increase to four dollars and sixty cents (\$4.60) and further, effective May 1, 2008, to five dollars (\$5.00) per hour earned.

Pension contributions for Apprentices to be pro-rated as follows:

		<u>Aug 14/05</u>	<u>May 1/06</u>	<u>May 1/08</u>
Pre-apprentices	0%	nil	nil	nil
0 - 750 hours	65%	2.880	2.990	3.250
751 - 1,500 hours	70%	3.100	3.220	3.500
1,501 - 2,250 hours	75%	3.320	3.450	3.750
2,251 - 3,000 hours	80%	3.540	3.680	4.000
3,001 - 3,750 hours	85%	3.770	3.910	4.250
3,751 - 4,500 hours	90%	3.990	4.140	4.500

The contributions of the Employers shall be used exclusively to provide pension benefits to eligible Ironworkers, in such form and amount as the Trustees of the Pension Fund may determine and the organization and administration expenses of the Pension Fund.

313 Affiliation Fees

The Employer shall contribute three cents (\$0.03) per hour worked by each Ironworker employed and remit to the Union as provided in Clause 320.

314 Ironworkers Trade Improvement Fund

The Employer will contribute sixty-two cents (\$0.62) for each hour earned by Ironworkers employed under this Agreement to the Ironworkers trade Improvement Fund. Effective May 1, 2006, the contribution will increase to ninety-two cents (\$0.92) and effective May 1, 2008, to one dollar and five cents (\$1.05). This Fund will be administered by the Joint Trustees appointed by the Employers and the Union. Monies contributed will be used for the education of Apprentices, the testing of welders and any purpose deemed necessary and advantageous for the improvement of the trade. Rules governing the Joint Committee are deemed to form part of this Agreement.

315 Check Off - Field Dues

The Employer agrees to deduct an amount equal to three percent (3%) of the Journeyman gross hourly wage package (wages, statutory holiday and vacation pay, health and welfare and pension) for field dues for each hour earned by the Ironworker, regardless of classification, and forward same to the office of the Financial Secretary of the Ironworkers, Local 97, no later than the fifteenth (15th) day of the month following the month for which the deductions were made.

Each Ironworker shall complete and sign an authorization for such deductions on commencement of employment.

316 Contract Administration Fund

The Parties agree that each Employer shall contribute the sum of thirteen cents (\$0.13) per hour worked on behalf of each employee working under the terms of this Agreement to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. It is agreed that the Union will collect and forward without exception all monies designated for the Contract Administration Fund and received in accordance with the standard remittance form to CLR. Payment to CLR shall be made by the Union no later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittance by each signatory contractor.

A representative of CLR so designated may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund. It is understood that any cost incurred in remittance notification or changes thereof shall be borne by CLR.

317 Jurisdictional Assignment Plan Fund

One cent (\$0.01) per hour worked for all classifications covered by this Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form and remitted by the fifteenth (15th) day of the month following that which contributions cover.

318 Rehabilitation Fund

Two cents (\$0.02) per hour worked by employees covered by this Agreement shall be paid monthly into the B.C. Construction Industry Rehabilitation Fund in accordance with the standard remittance form and remitted by the fifteenth (15th) day of the month following that which contributions cover.

319 B.C.B.C.B.T.U. Fund

The Employer shall contribute one cent (\$0.01) per hour worked to fund the Bargaining Council of British

Columbia Building Trade Unions. This funding will be remitted in accordance with the standard remittance form and will continue only as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

320 Contributions and Deductions

- (a) "Fund remittances" means all contributions and deductions required under the collective agreement to be remitted by the Employer to the Union.

The contributions and deductions for all Fund Remittances must be received by the office of the Financial Secretary of Local 97 not later than the fifteenth (15th) day of the month following the month that such contributions cover. Fund Remittances by the Employer shall be made by cheque payable to the Local 97 Trust Fund and shall be accompanied by a completed unified remittance form, copies of which shall be provided to all Employers by the Union. Health and Welfare and Pension contributions shall be remitted in accordance with the monthly Remittance Form. The Union shall forward these Fund Remittances in turn to the appropriate authority by the last day of the month following the month such contributions have been made on their behalf to the Administrator of the appropriate fund.

(b) Penalties for Delinquent Payment of Contributions and/or Deductions

The Union will advise the Employer in writing within forty-eight (48) hours of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and Holidays, the Union may require a ten percent (10%) penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. Should an Employer have been previously in default under the provision of this Clause, or if the Employer is newly signatory to this Agreement, the Union may require the following:

- (i) Require the Employer to provide proof of financial responsibility to the Union;
 - (ii) Demand that the Employer deposit a bond or cash deposit of up to twenty-five thousand dollars (\$25,000.00) with Ironworkers Local 97 for use in default of payments;
 - (iii) Such bond or cash deposit will be returned to the Employer with all interest for cash deposits when the Employer has satisfied all obligations in payment of wages and/or contributions and no members of the Union remain on the Employer's payroll.
- (c) A business representative of the Union may inspect payroll and benefit accounting books during normal business hours and such inspection shall be only for the purpose of determining hours of work, rates of pay and contributions earned and paid for each employee. Such inspection shall not be reasonably denied.
- (d) **Special Grievance for Fund Remittance Delinquency**

Except as provided in this Clause, the Settlement of Disputes procedure provided by Clause 18 does not apply to a claim for failure to remit Fund Remittances under this Clause at the times and in the amounts required by this Agreement. The Union's notice to the Employer described in subsection 320(b)(i) is a grievance. If the Employer has not paid all amounts due by the end of the expressed time limits, the grievance procedure in respect of that delinquency is deemed to be at Stage 4 and the Union may proceed to the arbitration process. The Union and the Employer shall, unless they agree otherwise, both request the appointed arbitrator to issue a decision without reasons together with any order that is a consequence of the decision, within one day after the conclusion of the hearing and, where reasons are appropriate, to issue reasons within twenty-one (21) days after the conclusion of the hearing.

CLAUSE 4 - ANNUAL VACATION AND STATUTORY HOLIDAYS

- 401 Holiday Pay shall be a total of twelve percent (12%) of the Ironworker's gross wages, consisting of six percent