

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

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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

(6%) for annual holidays and six percent (6%) for statutory holidays to be accrued and paid to Ironworkers on the last regular pay cheque of the month or upon termination of employment if less than one (1) month.

- 402** The legal and recognized holidays are: New Year's Day, the third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding B.C. Day, B.C. Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day declared a holiday by the federal or provincial government. When a holiday falls on Saturday or Sunday, the following Monday and/or Tuesday will be observed.

On all commercial/institutional projects, the third Monday in February (Heritage Day) and the Friday before Labour Day shall be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Ironworker.

- 403** When an Employer decides to shut down all or part of out-of-town work for a Christmas Recess, not to exceed ten (10) days unless by mutual agreement, and the employees are given Christmas leave, the Employer shall pay to non-local residents accommodation checkout for each weekend day or Statutory Holiday that occurs during the Christmas shut down period. To qualify the Ironworker must work the complete shift on the last day before the Christmas Recess and report for the first scheduled shift after the Christmas Recess unless the Ironworker has reasonable cause for not doing so.
- 404** An Ironworker may take up to three (3) weeks annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the Ironworker and the Employer.

CLAUSE 5 - FOREMEN

- 501** When two (2) or more Ironworkers are employed, one (1) or more shall be chosen by the Employer to act as Foreman. Foremen shall receive Foreman wages.
- 502** When only one (1) Ironworker is employed and the Employer places him in charge of the work, he shall receive Foreman wages. The Employer retains the right to employ one (1) Journeyman Ironworker at Journeyman wages.
- 503** All Foremen shall be members in good standing of Local 97.
- 504** The Employer may employ on one (1) job as many Foremen as the Employer deems necessary.
- 505** The Foreman shall be the only representative of the Employer to issue instructions to Ironworkers.

506 **Welding Supervisors**

Direct supervision of Ironworker welding shall be done by Ironworker Foremen. Where the Employer deems it necessary to have welding supervised by a Welding Supervisor qualified in accordance with CSA W47.1 And CSA W59, he will, when available, employ a member of Local 97 who is a qualified CWB Welding Supervisor as the Foreman, if Local 97 has such a person available. At the Employer's option, the Welding Foreman may be a working or non-working foreman. The Foreman shall carry out such other Ironworker duties as the Employer may request.

The Employer may require that a qualified CWB Welding Supervisor who is not a member of the Union oversee the technical aspects of the welding work. In such case, the CWB Welding Supervisor will provide direction to the Ironworker Welding Foreman who will directly supervise the welding.

507 **Welders' Tests**

When the Employer orders an Ironworker Welder, the Employer shall specify the required Welder's certificate which the Ironworker Welder shall possess at the time of reporting for work at the work site. The required certificate must be valid for the length of the job or thirty (30) days, whichever is the least. Should the Employer, before or after the Ironworker Welder's arrival at the job site, require the Ironworker Welder to perform any additional testing, such testing will be taken on the Employer's time and any cost shall be borne

by the Employer.

CLAUSE 6 - HOURS OF WORK

601 Eight (8) hours shall constitute a regular work day, and five (5) days, forty (40) hours shall constitute the regular work week, Monday to Friday inclusive. A work day shall commence at 8:00a.m. and end at 4:30 p.m., however, starting and stopping time may be varied by one (1) hour earlier or later at the Employer's discretion.

602 One-half hour in each work day shall be allowed as a meal break, but the time and length for said meal break may be established on any job by agreement between Ironworkers on the job and the Employer. Ironworkers shall not be required to work more than five (5) hours without a meal period.

603 Compressed Work Week

A compressed work week may be established by mutual agreement.

Hours of Work

(a) Ten (10) straight time hours shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.

(b) Notwithstanding (a), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer. Any other scheduling be mutual agreement.

Overtime

(a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

(b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. On Industrial Work, all hours worked on Saturdays shall be paid at double time rates.

(c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

Statutory Holidays

Unless otherwise mutually agreed upon by the parties,

(a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.

(b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.

(c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

CLAUSE 7 - OVERTIME

701 Commercial/Institutional

The first two (2) hours of overtime daily Monday through Friday and the first eight (8) hours on Saturday shall be worked at time and one-half the straight time hourly wage rate. All other overtime shall be paid at double time.

702 Industrial

The first two (2) hours of daily overtime Monday through Friday shall be worked at time and one-half the straight time hourly wage rate. All other overtime shall be paid at double time.

703 In the event an Ironworker is required to work overtime past the hour of 12:00 midnight and the Employer instructs that he take an eight (8) hour break so that double time rates would not apply the following day, the Ironworker's time shall start at the regular starting time. For example, an Ironworker works until 3:00 a.m., takes an eight (8) hour break, starts work at 11:00 a.m. and will be paid from 8:00 a.m. at straight time rates.

704 Ironworkers who work on Saturdays, Sundays and recognized holidays shall be paid at overtime rates for the period worked on the said days.

705 No work shall be performed on Labour Day except to save life and property.

706 If more than one (1) meal period occurs in the period worked by an Ironworker, the Employer shall provide the extra meal or meals at no expense to the Ironworker. The Ironworker shall be considered as working during the one-half (½) hour spent consuming the extra meal or meals and shall be paid at straight time rates of pay. The time spent for the second or subsequent meals shall not be applicable unless the Ironworker returns to work after the meal.

CLAUSE 8 - SHIFTS

801 The Employer shall determine whether one, two or three shifts shall be worked. Unless it is necessary to make the best use of daylight hours, tide conditions, or overcome the problems raised by fire hazards or other emergency conditions, for the mutual benefit of both parties in this Agreement, the hours of work shall be set out in Clause 802. In the event it is necessary to change the starting time of any regular shift, the Employer will notify the Union and the change made on the basis of mutual agreement. The starting and stopping time may be varied by one (1) hour at the discretion of the Employer.

802 One, Two or Three Regular Shifts

Scheduled shifts shall be applicable from 8:00 a.m. Monday to 8:00 a.m. Saturday. More than one (1) shift may be worked at straight time rates. Day shift (8:00 a.m. - 4:30 p.m.) shall be paid eight (8) hours for eight (8) hours worked; Afternoon shift (4:30 p.m. - 12:30 a.m.) shall be paid eight (8) hours for seven and one-half (7 ½) worked; Graveyard shift (12:30 a.m. - 8:00 a.m.) shall be paid eight (8) hours for seven (7) hours worked.

803 Three (3) consecutive work days shall constitute a shift. If the afternoon and graveyard shifts are not constituted, overtime rates shall be paid for all hours worked.

804 Occupied Buildings

For work in occupied buildings, it may be necessary to deviate from the established shifts contained in this Agreement. With prior approval of the Union, the Employer may schedule work between the hours of 4:00 p.m. and 12:00 midnight or any other times as agreed under the following conditions:

- (a) Ironworkers will be notified twenty-four (24) hours prior to the commencement of the shift and also advised as to the estimated number of shifts.
- (b) Ironworkers shall be paid eight and one-half (8 ½) hours pay for seven and one-half (7 ½) hours worked.
- (c) Additional hours worked shall be paid in accordance with Clause 701 and 702 of this Agreement.

805 Shift Differential

A shift differential of six dollars (\$6.00) per hour will apply for each hour worked on second nine (9), ten (10) and eleven (11) hour shifts. Shift differential shall not apply on Saturdays, Sundays and Statutory Holidays. The shift differential shall be pro-rated for Pre-Apprentices and Apprentices.

Apprentice Level		Shift Differential
Pre-Apprentice	55%	3.300
0 - 750 hours	65%	3.900
751 - 1500 hours	70%	4.200
1501 - 2250 hours	75%	4.500
2251 - 3000 hours	80%	4.800
3001 - 3750 hours	85%	5.100
3751 - 4500 hours	90%	5.400

CLAUSE 9 - PAYMENT OF WAGES

901 Wages shall be paid to each Ironworker on the job during working hours. Ironworkers shall be paid once in each week on a day to be agreed upon between the Employer and the Union.

902 The Employer may withhold a reasonable amount of wages, not to exceed one (1) week's wages, in order that the payroll may be prepared. An advance of seventy-five percent (75%) of wages earned in the first week, to a maximum of three hundred dollars (\$300.00) and four hundred dollars (\$400.00) for out-of-town jobs, will be provided to the Ironworker on the regular pay day of that week providing the Ironworker has requested such advance upon reporting to work.

903 In the event an Ironworker covered by this Agreement ceases for any reason to be an employee of the Employer, he shall receive his Separation Certificate and be paid all his wages and holiday pay earned by him as follows:

- (a) If the job is in the same area where the Employer is established or where a payroll department is set up, then the Ironworker shall be paid not later than one (1) working day after he ceases to be an employee, or the Employer will mail all accrued wages to an address designated in writing by the Ironworker no later than two (2) business days after he ceased to be an employee.
- (b) If the job is not in the same area where the Employer is established or there is no payroll set up, then the Ironworker shall be paid, or the Employer will mail all accrued wages to an address designated in writing by the Ironworker no later than three (3) days after he ceases to be an employee.

The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time rate and at overtime rate, the wage rate and total deductions from the amount earned and the net pay. Where possible, expense cheques will be separate and tendered the same day.

904 When Ironworkers are not paid their wages in accordance with this clause, they shall be paid their hourly rate for four (4) hours out of each twenty-four (24) hour period spent by them waiting to be paid to a maximum of five (5) days.

905 Employers not previously signatory to a local 97 Standard Agreement and/or without a record of financial responsibility may be required to post, with the Union, a certified cheque to ensure proper payment of wages to the Ironworkers. CLR shall be notified in writing of the name of any Employer required by the Union to make payment of wages in cash or certified cheque at the time such Employer is notified by the Union of such requirement.

CLAUSE 10 - REPORTING FOR WORK

- 1001** When Ironworkers report for work at the call of the Employer or his representative, and work cannot proceed due to inclement weather or other reasons beyond the Employer's control, Ironworkers shall be paid for two (2) hours. Otherwise, the Ironworker shall be paid for the entire period spent at the place of work in response to the call, with minimum of four (4) hours pay at the prevailing rates of pay. Should an Ironworker be called into work within eight (8) hours of the last time he worked on the job, overtime rates of pay shall apply until an eight (8) hour break occurs. Ironworkers shall not return to work until eight (8) hours has elapsed following the previous work shift unless directed to do so by the Employer's supervision.
- 1002** Should an Ironworker be laid off after he has returned to work following the mid-shift meal break, he shall receive a full shift's pay as per Clause 802 of this Agreement inclusive of tool pick-up time. This condition does not pertain to the Ironworker who is discharged for cause or who self-terminates.

CLAUSE 11 - TRAVEL EXPENSES

Travel Formula Greater Vancouver Area - Daily Commuting

- 1101** The Greater Vancouver free zone shall include that part of the Lower Mainland bounded by the Canada/U.S. border on the south, east to include the Chilliwack district and to the Agazzi/Rosedale Bridge, north to include Mission, Pitt Meadows, Port Coquitlam, through to Horseshoe Bay and west to include the University Endowment Lands.
- 1102** Ironworkers and Apprentices required to commute daily outside the free travel zone will be paid forty-five cents (\$0.45) per kilometre each way by the shortest possible route to and from the job. This amount will be adjusted to match the allowable tax-free rate for mileage expense reimbursement as published by Revenue Canada each year.
- 1103** Ironworkers shall be responsible for their own transportation and shall be at the job site at starting time.
- 1104** Travel expenses will not be paid to an ironworker who does not start work or who leaves the job of his own volition prior to completion of the shift. Should the Ironworker leave the job due to illness, injury or other legitimate reason, he will be paid the daily travel expense. Ironworkers reporting for work at the call of the Employer, where no work is available, shall receive daily travel expenses. It is the intent that each Ironworker be paid once each day for travel expenses.
- 1105** The distance between the job and the nearest point to the free zone in the Greater Vancouver area shall be following a route and roads over which an automobile could reasonably be expected to travel.
- 1106** The Employer has the sole prerogative of determining whether or not a job is an out-of-town job. It is the intent that the Employer have the option of the most economic method.
- 1107** Where the term "Ironworker" is used in this clause, it shall apply to Apprentices, probationary members and permit holders.
- 1108** Travel expenses, in accordance with this clause, shall apply only to work outside of the free zone defined in Clause 1101.
- 1109** At any time an Ironworker is required to travel from one job to another job during working hours using his own vehicle, he shall be paid at the rate of sixty percent (60%) of the rate established in Clause 1102, as well as his regular hourly rate and shall not be required to carry passengers.
- 1110** Daily travel allowance shall not apply when Ironworkers are employed at the Employer's permanent place of operation except when performing construction or repair work.

CLAUSE 12 - OUT-OF-TOWN JOBS

1201 Travel Allowance

Forty-five cents (\$0.45) per kilometre by the most direct route plus ferry expenses when incurred from the point of dispatch or residence, whichever is closer to the job. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures. It will be at the discretion of the Employer to direct Ironworkers to take air transportation. When Ironworkers travel by air transportation, the Employer shall arrange and pay for air transportation, including taxes and ground transportation at the destination. The Employer may require receipts to reimburse Ironworkers for transportation expenses related to air transportation not paid by the Employer. The air carrier and grade of ticket shall be at the discretion of the Employer. Travel allowance shall not apply when Ironworkers travel by air transportation. Ironworkers traveling on Employer supplied transportation who arrive on the job site and are prepared to commence work by 1:00 p.m. shall be paid for the remainder of the shift worked.

No other payment or reimbursement will be provided by the Employer for the employee's travel or time to and from out of town projects as defined by the collective agreement. Travel allowance reimbursement will be made within two (2) business days after the Ironworker's arrival on the job site.

1202 To qualify for travel allowance to an out of town job, the Ironworker must be on the job for a minimum of fifteen (15) calendar days and thirty (30) calendar days to qualify for return travel allowance or until layoff or until job completion, whichever time is less. An Ironworker who is discharged for just cause or self-terminates his employment before qualifying for travel allowance shall forfeit such travel allowance. In such instance, the Employer may deduct any travel allowance paid from wages due to the Ironworker, and if these are not sufficient to reimburse the Employer, the Union shall pay any balance due to the Employer.

1203 A bona fide local resident will be defined to mean any person residing in his primary residence within one hundred (100) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry and road kilometres for a period of ninety (90) days prior to the Employer's commencement on the project in said location. Local residents shall not be eligible for LOA, room and meal allowance or travel allowance to the job site and back to the Greater Vancouver Area.

1204 Daily travel allowance, per Clause 1102, shall only be payable for travel beyond forty (40) kilometres from the job site as measured by the most direct route from the employee's accommodation to the outer edge of the free zone and return. Such total daily sum shall not exceed the living out allowance as determined in Clause 1205 of this Agreement. If, due to an act of God, (ie. road closures due to flooding), an Ironworker is not able to travel daily, he shall be accommodated by the Employer.

1205 Out of Town Accommodation

When a job is located outside the Greater Vancouver Area, the Employer shall provide living out allowance or accommodation as provided herein for all Ironworkers except those classed as bona fide local residents. Where there is no camp accommodation, the following shall be provided at the option of the Employee:

- (a) Living out allowance (LOA) on the basis of \$85.00 on a seven (7) days per week basis. Effective January 1, 2006 LOA shall increase to \$90.00 and effective May 1, 2007 to \$95.00 per day and effective May 1, 2009 increased to \$100.00 per day.
- (b) Accommodation plus \$45.00 for meal allowance on a seven (7) days per week basis. Effective January 1, 2006, meal allowance to increase to \$50.00 and effective May 1, 2007 to \$52.50 and effective May 1, 2009 to \$55.00. Accommodation shall mean single rooms when available on a project. Available shall mean a hotel or motel located in or nearest to the city, town or village to which the project is located.

When an Ironworker is absent from work and does not furnish the Employer's representative on the job with satisfactory evidence of illness or accident, he will forfeit accommodation and meal allowance costs for the day he is absent. To qualify for living out allowance or meal allowances on week ends, the Employee must work the last scheduled shift prior to the weekend and the first shift following the weekend or statutory holiday.

1206 If the Union requests the Employer to provide transportation between employer-supplied accommodation and the job for any portion of the crew, such transportation, at the Employer's option, may be provided for the whole crew. Where the Employer provides daily transportation, the daily travel allowance referenced in Clause 1204 will be reduced by one-half. In all cases, the Ironworker will work his full shift at the job. If the Ironworker cannot complete his shift due to illness or injury, he will be paid the full daily travel allowance.

1207 Ironworkers shall be required to be accommodated in camps where provided, and such camps shall comply with the BCYT Camp Rules dated September, 1987 or agreed revision thereof.

On camps, no walking time shall be paid up to 2,500 feet from the work site, Beyond 2,500 feet up to thirty (30) minutes travel time each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

1208 Definition of Industrial

Industrial Construction shall be defined as construction work within the Ironworker jurisdiction in respect of heavy industrial development listed herein:

Pulp and Paper Mills	Waterfront Bulk Loading Facilities	Oil & Gas Extraction, Holding or
Refineries	Dams	Processing Facilities
Chemical Plants	Sawmills	Major Steel Bridges
Smelters	Mines	

In addition, industrial work shall include such work as mutually agreed by the Joint Conference Board and ratified by both Parties to this Agreement.

1209 If an Ironworker, through no fault of his own, is unduly delayed in traveling to or from the job on Employer supplied transportation, he shall be paid for the time so delayed at his regular rate of pay.

1210 When an Ironworker is sent to a job outside the Greater Vancouver Area and work is not available for him on arrival, or any subsequent time or period, he shall be paid his regular rate of wage for any time up to eight (8) hours in each twenty-four (24) hour period Monday through Friday. The Employer may send such Ironworker back to the place of dispatch. In this event, travel allowance shall be paid by the Employer.

1211 It shall be considered to be a provision of this Agreement that an employee who is in receipt of Employer supplied accommodation and meal allowance shall, as a condition of such accommodation and meal allowance, conduct himself in a manner that shall not embarrass in any instance the Union or the Employer in respect to such supplied accommodation and meal allowance due to:

- (a) objectionable rowdyism or drunkenness in and on such provided premises and
- (b) the act of damaging premises occupied and/or being a party to damages and
- (c) non-adherence to hotel or camp regulations.

An Ironworker who fails to comply with this provision of this Agreement and is for said reason so discharged by the Employer, shall forfeit travel allowance to and from the job provided he has not otherwise qualified for payment of travel allowance per Clause 1202.

The Union shall be responsible, after a thorough investigation, for recovering from the member the cost for damages to property, overpayment of wages or expenses, etc. and forwarding same to the Employer.

1212 Periodic Leave

On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

