

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

		Nov 1/06	May 1/07	Nov 1/07	May 1/08	May 1/09
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:

		Aug 14/05	May 1/06	May 1/08
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 rowdiness 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:

250 kms. to 500 kms. \$100.00
 751 kms. to 1,000 kms \$250.00

501 kms. to 750 kms. \$200.00
 over 1,000 kms. \$325.00

The mileage will be computed from the project to the transportation terminal nearest the employee's domicile. It is agreed the above amounts will be paid only once for each turnaround.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week or a number of days mutually agreed between the employer and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless he actually returns to his place of departure. Living out allowances shall not be paid during leave periods. When a man is entitled to his periodic leave he shall receive his periodic leave payment before taking his leave.

Ironworkers qualifying for leave shall be returned to the transportation terminal nearest the Ironworker's domicile except members from other locals or out of province employees who shall return to the point of dispatch within the Province of B.C. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the employee and Employer.

- 1213** Confirming a gentleman's agreement which the Union acknowledges has always been observed by the Employers, it is agreed that none of the provisions of this clause shall be applicable when the Ironworker returns to the place of his dispatch for compassionate reasons such as serious accident, illness or death involving a member of his immediate family verified by written statements of a physician and of the Business Representative of Local 97. An Ironworker eligible for compassionate leave shall be entitled to fare and expenses paid by the Employer to the place of dispatch.

When an Ironworker is injured on the job and is unable to return to work based upon a physician's recommendation, the injured Ironworker shall be paid for the balance of his shift not to exceed eight (8) hours.

Should an Ironworker suffer a work injury on an out-of-town job and a physician declares him unfit for work, the Employer shall pay the cost of transportation back to the point of dispatch, however, should the period of incapacity be for a period of less than five (5) working days, the Employer may alternatively continue to pay the usual living out allowance or room and meal allowance.

- 1214** When a job is located outside the Greater Vancouver Area, the Employer shall provide the same meal allowance on Saturdays, Sundays and Holidays as are provided on working days. Hot lunches will not be provided, however, hot soup, beverages and sandwiches will be made available. It will be the Ironworker's responsibility to take the supplied lunch with him to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer.

1215 Weekend Checkout

Any Ironworker who is living in accommodation provided by the Employer may, on any weekend, vacate or check out of such accommodations, the Employer shall pay him as follows:

Camps	\$12.00 per day	Hotels/Motels	\$15.00 per day
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To qualify, an Ironworker must work the scheduled shift prior to the weekend or Statutory Holiday and the scheduled shift after the weekend or Statutory Holiday unless mutually agreed by the Ironworker and the Employer Representative. If meal tickets are provided to Ironworkers, the Ironworker who intends to check out or vacate for the weekend must turn in his meal tickets to the Employer's Representative not later than 4:00 p.m. Friday.

CLAUSE 13 - CLOTHES ROOM

- 1301** It is agreed that where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied.
- 1302** The Employer shall provide a room in which Ironworkers may change and dry their clothes on all job of sufficient size and of sufficient length (one (1) week duration) to justify the provision of such a room.

- 1303** The said room shall be adjacent to the job and shall be suitably heated and shall be used as a clothes room and lunch room only. No tools or other equipment shall be stored in the said room.
- 1304** Ironworkers shall be considered as being on the job when changed at the clothes room, except on those jobs where two (2) or three (3) shifts are being used and where Ironworkers are required to relieve each other in order that the job may be continued without interruption.
- 1305** Where wash up facilities are not provided, hand cleaners will be made available by the Employer at no cost to the Ironworkers.
- 1306** It is agreed that a telephone(s) shall be made available to all Ironworkers at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.

CLAUSE 14 - WORKING CONDITIONS

- 1401** So long as any Ironworker is actively engaged on a job, he shall not, either during a regular working day or after the expiry of a regular working day, take employment on any other job.

1402 Piece Work

It shall be a violation of this Agreement for Ironworkers to engage in piece work of any description.

1403 Work Limitation

No limitation shall be placed on the amount of work which may be performed by an Ironworker during working hours.

1404 Rest Breaks

On a regular shift, two (2) ten minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. Where work is scheduled for ten (10) hours, there shall be two (2) fifteen (15) minute rest breaks inclusive of compressed work weeks. Where work is required beyond ten (10) hours, a second meal break of one-half ($\frac{1}{2}$) hour will be provided at the end of eight (8) hours to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.

1405 Finishers' Tools

The Employer shall furnish all tools required to effectively install all Ornamental and Curtain Wall work.

- 1406** An Ironworker is expected, at a minimum, to show up for work with the following:

Structural	Rebar
Belt	Belt
Tape Measure	Reel
Pocket Knife	Pliers
12" Adjustable Wrench	Side Cutters
1 Bull Pin	
1 Spud Wrench 1 1/4"	

The Trade Improvement Committee may determine required tools by other sectors of the Ironworker trade.

1407 Loading and Unloading Materials

Where material arrives at a point or storage yard some distance from the job and power equipment or rigging is used to unload or load such material, such unloading or loading shall be done by Ironworkers.

1408 Unloading Windows, Lockers and Shelving Partitions

When power rigging is used to load, unload or hoist these materials, Journeymen Ironworkers shall be employed to handle the said materials. Journeymen Ironworkers will install and erect the said material.

1409 Wrecking

When a steel structure is taken apart, torn down, moved or dismantled, such work shall be performed by members of Local 97. When power equipment is used to load such material for removal from the site, rigging will be performed by Ironworkers.

1410 Equipment Removal, False Work, Rigs

The erection or dismantling of all false work and the taking down of derricks, travelers and rigging used in the erection or dismantling of any and all steel work, shall be done by members of Local 97.

1411 Safety Equipment

The Employer shall supply safety hats, winter liners, sweat bands, welders' helmets, welders' gloves, burning goggles and flash goggles at no cost to the Ironworker, except that they shall be returned to the Employer upon completion of the Ironworkers' employment. If such articles are not returned or have been willfully damaged, the replacement cost shall be deducted from the Ironworker's pay cheque.

1412 Riveting Gangs

Riveting Gangs shall at no time be composed of less than four (4) men. The Employer may require heaters to start their fires a sufficient time before the regular starting time so that hot rivets will be available at the regular starting time, but the heaters shall be paid overtime rates of pay for such time worked before the regular starting time.

When three (3) or more riveting gangs are employed on any job, a Foreman shall be appointed who shall not be required to work in any riveting gang. Should an emergency arise, and if three (3) or more riveting gangs are employed on any job, a Foreman may temporarily work with a riveting gang.

- 1413** On abnormally dirty maintenance, revamp and repair work in which the Ironworkers' clothes may be abnormally or permanently damaged, the Employer shall supply and maintain coveralls at no cost to the Ironworkers. Such coveralls must be returned to the Employer or the cost of the coveralls shall be deducted from the Ironworkers's wages.

CLAUSE 15 - SAFETY PROVISIONS

- 1501** The parties to this Agreement shall at all times comply with the Accident Prevention Regulations of WorkSafe B.C. A refusal by any Ironworker to work or continue to work in contravention of the said regulations shall not be deemed to be a breach of this Agreement.

- 1502** All equipment, tools and materials must conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

It shall not be considered a violation of this Agreement should Ironworkers refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations. Refusal of an employee to abide by the WorkSafe B.C. Regulations may be considered cause for dismissal.

- 1503** The Union shall give thorough instructions to its members in all standard safety precautions.

- 1504** When an Ironworker is traveling on Employer business at the request of the Employer, he shall be covered by Workers' Compensation.

1505 Safety Nets

The Employer and the Union agree that a Joint Safety Committee will make every effort to have the use of safety nets installed in the WorkSafe B.C. Accident Prevention Regulations and safety nets will be used when erecting and repairing bridges wherever it is practical.

CLAUSE 16 - UNION SECURITY

1601 The Employer has the right of choice of selection of the first four (4) Ironworkers required and fifty percent (50%) of further Ironworkers required, provided the Employer contact the Business Office of Local 97 before hiring said Ironworkers and provided Ironworkers requested shall be members in good standing of Local 97 and be registered as unemployed with the Union.

On out-of-town jobs, Employers will have the option to hire available local members within two hundred (200) kilometres not withstanding the Employer's rights to name requesting per this clause and the Employer's rights to transfer Ironworkers from job to job.

It is understood that the hiring of Foremen is the sole prerogative of the Employer and shall not be subject to the hiring policy outlined above. Foremen must be dispatched through the Union Dispatch Office. The name requesting of Foremen shall not be used to circumvent the hiring policy requirements of Clause 1601 and such use by the Employer will be deemed a breach of this Agreement.

Letter of Clarification**Ironworker - Hiring Procedure**

- (a) The Employer shall be responsible for informing the Union of the classification of Ironworkers required.
- (b) It is understood and agreed that the fifty percent (50%) dispatched by the Union shall be competent Journeymen suitable for the tasks to be performed.
- (c) Following the hiring of the first four (4) Ironworkers, the hiring formula for each project shall be:
 - (i) Union - odd numbers including replacements
 - (ii) Employer - even numbers including replacements
- (d) Each Employer reserves the right to offer any Ironworker member on any project the opportunity to transfer to another project and the Union will be so notified prior to the transfer.

Such notification shall not be necessary when the Ironworker returns to his home daily.

Should the member accept transfer from one project to another for the purpose of initial and terminal travel allowance qualifications as specified in Clause 1202, his calendar days shall be cumulative from the first day of work for that Employer.

Should the Employer request cancellation of a dispatch order and the Union and/or the Employer is unable to notify the dispatched Ironworker of such cancellation prior to his departure, the Employer shall be required to pay travel allowance per Clause 1201 of this Agreement.

1602 In the event that Local 97 is unable to supply the Employer with competent Ironworkers, the Employer shall have the right to employ any available competent men, provided that such men hired shall, as a condition of continued employment, within thirty (30) days of the date hired, make application to become members of Local 97.

1603 In the event that the application referred to in Clause 1602 is not made within the stipulated time or if membership is not granted by local 97, the Employer shall discharge such Ironworker upon receipt of written

notice from the Union.

1604 Local 97 agrees that in the event an Ironworker is to be discharged at the request of the Union, the Union shall replace such a person with a competent replacement on the job at no cost to the Employer.

1605 Should the Employer wish to reduce the number of Ironworkers employed on any job, the Foreman shall notify the Job Steward and the Ironworkers shall be laid off in the following sequence:

First: Probationary members (who do not hold a paid up membership book in Local 97)

Second: Travel card members or permit holders pending transfer

Third: Members of Local 97

Before layoffs take place, consideration must be given to the classifications before the sequence can apply. All layoffs will be made on the job.

1606 Where Ironworkers are laid off or discharged from jobs where they are accommodated in a Camp, Hotel, Motel or receiving L.O.A., they will be given one (1) hour in which to pick up their personal gear and turn in tools and protective clothing. Where Ironworkers are laid off or discharged from jobs other than above, they will be given one-half (½) hour in which to pick up their personal gear and return tools and protective clothing.

In order to receive pick up time, an Ironworker must have in excess of thirty (30) calendar days on the job. The day traveled to the job shall be included in the calculation of calendar days.

1607 An Ironworker may be discharged for just cause but the Union may designate such discharge a grievance to be acted on in accordance with the grievance procedure.

1608 The Employer agrees not to subcontract any work under the jurisdiction of Local 97 to any person or company not signatory to this Collective Agreement.

1609 It shall not be a violation of this Agreement for members of Local 97 to refuse to cross a legal picket line.

1610 Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a job site or sites for:

(a) Rendering assistance to Labour Organizations

(b) Refusal on the part of Union members to work with nonunion workmen.

(c) Refusal on the part of the Union members to handle any material, equipment or product declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer whose employees are on strike against or locked out by an Employer.

CLAUSE 17 - BUSINESS REPRESENTATIVE AND JOB STEWARD

1701 The Business Representative of the Union shall be permitted on all jobs, but will in no way interfere with the men during working hours unless permission is granted by the Employer or his Representative.

1702 Job Stewards shall be recognized on all jobs and shall have adequate time to take care of all grievances and shall not be discriminated against.

1703 The Union shall notify the Employer or Erection Superintendent in writing as to the name of the Job Steward and any change thereof.

1704 The Union shall be notified in writing if a Job Steward is discharged for cause.

1705 Under no circumstances shall Job Stewards or any Ironworker make any arrangements with the Foreman or

Management, or vice versa, that will change or conflict in any way with any section or terms of this Agreement without consulting with the Business Manager and the Employer.

- 1706** On all jobs, other than Foremen, a Job Steward shall be one (1) of the latter Ironworkers terminated or transferred from any project unless by mutual agreement, and the Job Steward shall be the first Journeyman called out when overtime is to be worked provided he is available, it being understood that classification, competency and job conduct must be given first consideration.
- 1707** Whenever the Employer has acquired a contract(s), subcontract(s) material and/or equipment assignment which involves work with the jurisdiction of the Union (Clause 2 and Appendix "A" of this Agreement) the Employer shall notify the Union and a pre-job conference shall be arranged in the City of Vancouver, B.C. to discuss the work to be performed.

When a contractor requests submissions from local Unions defending jurisdictional claims, the Union shall be given access to the submissions from the Unions to check their authenticity.

CLAUSE 18 - SETTLEMENT OF GRIEVANCES

Any grievances, disputes or matters of controversy arising between the Parties bound by this Agreement concerning its terms, interpretation, application, operation or any alleged violation thereof, including any difference arising from the dismissal of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.

- Stage 1:** The employee involved, preferably with the Job Steward, will first take up the matter with his Foreman or supervisor directly in charge of the work and if not resolved, Union and Employer representatives will discuss and, if possible, settle the matter.
- Stage 2:** Failing resolution at Stage 1, the grievance shall be set out in writing by the grieving party and shall include a brief statement of the nature of the grievance and referred to the other party and they shall forthwith confer on the matter. With the exception of pay disputes, such written submission must be made within thirty (30) days or it shall be deemed to be abandoned.
- Stage 3:** Failing resolution at Stage 2, within ten (10) days or such longer time agreed to, the grievance shall be referred to in writing and heard by the Joint Conference Board.

The Joint Conference Board will be formed with five (5) committee members of the contractors signatory to this Agreement and appointed by CLR and five (5) members of Local 97, who shall meet as required by either party, at which meeting three (3) committee members of each party will constitute a quorum. The board shall have the power on behalf of the respective parties to adjust trade disputes, grievances or establish regulations governing the conduct of their members.

A majority decision of the Joint Conference Board concerning a grievance referred to it shall be final and binding on the parties and their members.

If any dispute or grievance referred to the Joint Conference Board cannot be settled or otherwise resolved, upon it having been considered by the Joint Conference Board, then either of the parties to the dispute or grievance will be at liberty to refer the matter to arbitration as provided in Stage 4 below.

- Stage 4:** Failing resolution at Stage 3, and within fourteen (14) days of the completion of Stage 3, either party may refer the unresolved grievance to a mutually acceptable Single Arbitrator or an Arbitration board.

Either party desiring arbitration shall notify the other party in writing of its intention and particulars of the matters in dispute. In the case where an Arbitration Board is to be used, the party initiating the Arbitration shall appoint a member to the Board and notify the other party of such appointment. The party receiving the notice shall, within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.

The two (2) Arbitrators so appointed shall confer to select a third person to be Chairman, and failing for five (5) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third member.

The Arbitrator or Arbitration Board shall sit, hear the Parties, settle the term of the question or questions to be arbitrated, and make an award. The Arbitrator or Arbitration Board shall submit the award in writing to each of the parties and the award shall be final and binding.

Each party shall pay its own costs and expense of arbitration. One-half the compensation and expenses of the Arbitrator shall be paid by each party.

CLAUSE 19 - DURATION OF AGREEMENT

- 1901** The term of this Agreement shall commence on May1, 2004 through April 30, 2010.
- 1902** After April 30, 2010, this Agreement shall continue in full force and effect from year to year unless a legal strike or lockout occurs.
- 1903** Should either party wish to change, add to, amend or cancel any clause or provision contained in this Agreement, notice in writing shall be given to the other party within one hundred and twenty (120) days prior to the termination of this Agreement.
- 1904** If notice is given in compliance with this clause, the parties shall commence to bargain collectively within five (5) days of the giving of said notice.
- 1905** It is agreed that the operation of Sections 50(2) and (3) of the Labour Relations Code are hereby excluded.

CLAUSE 20 - SAVINGS CLAUSE

It is assumed by the parties that each provision of this Agreement is in conformity with all applicable laws of Canada and British Columbia. Should it be later determined that it would be a violation of any legally effective federal or provincial law to comply with any provisions of this Agreement, the parties agree to renegotiate such provision(s) for the purpose of conforming with such federal or provincial law and the remaining provisions of this Agreement shall not be affected.

CLAUSE 21 - ENABLING

The Union, in conjunction with the Employer, may determine on a job by job , area or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may, by mutual agreement in writing, amend or delete terms or conditions of the Agreement for the duration of the job. Such enabling may not be applied to cause the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, without the prior written consent of the BCBCBTU and CLR.

SIGNED THIS ____ DAY OF _____, 2006

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS

ASSOCIATION OF B.C.

LOCAL 97 OF THE INTERNATIONAL
ASSOCIATION OF
BRIDGE, STRUCTURAL AND ORNAMENTAL
AND

REINFORCING IRONWORKERS

APPENDIX "A"
TRADE JURISDICTION

Subject to trade agreements and decisions of the National Joint Board for the settlement of Jurisdictional Disputes, the International Association claims for its members the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass copper, aluminum, all ferrous and non-ferrous metals; precast, prestressed and poststressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; aprons, aqueducts; awnings, bar joists, blast furnaces, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, slips, cofferdams, concentrators, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal); roof decking (such as "Cofar" and similar type materials, as well as "trusdeck". Mahon "M" deck and other dual purpose type roof deck), derricks, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, facias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, floor plates, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joists (pre-cast, prestressed and poststressed), kalomeined doors, kilns, lintels, lockers, locks, louvers, machinery, (moving, hoisting, lowering and placing on foundations), making and installation of all articles made of wire and fibrous rope, marquees, material altered in field such as: framing, cutting, bending, drilling, burning, metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails, multi-plate, operating devices, ovens, pans, panels (insulated and non-insulated, factory and field assembled), penstocks, pile drivers, plates, porcelain enameled panels, prefabricated metal building, pulverizers, racks, railings (including pipe), railroad bridge work and maintenance, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights, signs, skip hoists, skylights, smoke conveyors, spandrels (metal and pre-cast concrete), spillways, stacks, stage equipment and counter-weight systems and rigging for asbestos curtain wall, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, towers, tanks, tracks, tramways, traveling sheaves, trusses (steel, Howe and combination trusses), tunnels, vats, vault doors, vaults, ventilation, vertical hydraulic elevators, vessels, viaducts, window wall, wire work; wrecking and dismantling of all of the above and all housesmith work and sub-marine diving in connection with or about the same.

REINFORCING ADDENDUM

THIS ADDENDUM dated for reference _____

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

(hereinafter referred to as "The Employer")

AND

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRONWORKERS, LOCAL 97

(Hereinafter referred to as "The Union")

Confirms and declares that the parties hereto agree to adhere to all provisions of the Ironworkers, Local 97 Standard Agreement 2004 - 2010 with the additions thereto as provided in this addendum which shall be attached to said Standard Agreement AND APPLY TO ALL COMMERCIAL, INSTITUTIONAL IRONWORK.

CLAUSE 3 - WAGE RATES AND HOURLY COST ITEMS**301 (a) Commercial/Institutional**

	Aug 14/05	May 1/06	May 1/07
Journeyman Wages	23.200	24.110	25.110
Vac. & Stat. Hol. (8%)	1.860	1.930	2.010
Health & Welfare	2.650	2.750	2.750
Pension	2.640	2.640	2.640
Trade Improvement	0.100	0.100	0.100
Field Dues (3% deduction)	(0.910)	(0.940)	(0.980)
Contract Administration	0.130*	0.130	0.130
Rehabilitation Fund	0.020	0.020	0.020
JAPlan	0.010	0.010	0.010
Affiliation Fund	0.030	0.030	0.030

(b) Residential

	Aug 14/05	May 1/06	May 1/07
Journeyman Wages	23.000	23.500	24.000
Vac. & Stat. Hol. (8%)	1.840	1.880	1.920
Health & Welfare	2.300	2.300	2.300
Pension	1.790	1.790	1.790
Trade Improvement	0.100	0.100	0.100
Field Dues (3% deduction)	(0.870)	(0.880)	(0.900)
Contract Administration	0.110*	0.130	0.130
JAPlan	0.010	0.010	0.010
Rehabilitation Fund	0.020	0.020	0.020
Affiliation Fund	0.030	0.030	0.030
BCBCBTU	0.010	0.010	0.010

CLAUSE 4 - ANNUAL VACATION AND STATUTORY HOLIDAYS

401 Holiday pay shall be a total of eight percent (8%) of the Ironworkers' gross earnings, consisting of four percent (4%) for annual holidays and four percent (4%) for statutory holidays to be paid to the Ironworkers on each pay cheque.

402 Statutory Holidays

The recognized statutory holidays shall be New Year's, Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

SIGNED on behalf of:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF B.C.

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND
REINFORCING
IRONWORKERS, LOCAL 97

LIST OF SIGNATORY CONTRACTORS

The following firms are members of Construction Labour Relations Association of B.C. and have authorized the Association to bargain and sign a collective agreement on their behalf with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers Local 97

Alliance Engineering Works (1985) Ltd.
6793 Kirkpatrick Crescent
Saanichton, BC V8M 1Z8

Alstom Canada Inc.
193 - 21300 Gordon Way
Richmond, BC V6W 1M2

--- Branch
600 - 1430 Blair Pl.
Ottawa, ON K1J 9N2

B & C Steel Erectors
c/o Andrew Bradley
#45 - 740 Hillside Avenue
Victoria, BC V8T 1Z4

--- Branch
1440 Slater Pl.
Victoria, BC V3P 5H4

Babcock & Wilcox Industries Ltd.
#225 - 13091 Vanier Pl
Richmond, BC V6V 2J1

--- Branch
581 Coronation Blvd
Cambridge, ON N1R 5V3

Broadwater Industries Ltd.
247 - 1st Ave. E.
Prince Rupert, BC V8J 1A7

Brymark Installations Group Inc.
1648 Broadway St.
Port Coquitlam, BC V3C 2M8

C.B.J. Industrial Ltd.
Unit 2 - 4301 Echo Field Rd.
Cranbrook, BC V1C 7B6

Canadian Industrial Mill Services Ltd.
5355 Parkwood Place
Richmond, BC V6V 2N1

Canron Western Constructors Ltd.
1168 Derwent Way, Annacis Island
Delta, BC V3M 5R1

Cascade Mechanical Ltd.
1840 Quinn St.
Prince George, BC V2N 1X5

Co-Gen Mechanical Services Ltd.
351 - 2401 Cliffe Ave.
Courtenay, BC V9N 2L5

Commonwealth Construction Canada Ltd.
4599 Tillicum St.
Burnaby, BC V5J 3J9

--- Branch
Attn: Karl Komar
4599 Tillicum St.
Burnaby, BC V5J 3J9

Comstock Canada
#1 - 3182 Orlando Drive
Mississauga, ON L4V 1R5

--- Branch
10833 - 178 St.
Edmonton, AB T5S 1J6

--- Branch
2116 Logan Ave. W.
Winnipeg, MA R2R 0J2

Cranberry Construction Services Ltd.
DBA MacIntosh & Norman
4520 B - Franklin Ave.
Powell River, BC V8A 3E3

Driver's Industrial Installations Ltd.
7701 Somenos Rd.
Duncan, BC V9L 5Z7

Dubyna & Son Steel Contractors Ltd.
2528 E. Wellington Rd
Nanaimo, BC V9R 6V6

Empire Iron Works Ltd.
7501 Vantage Way
Delta, BC V4G 1C9

--- Branch
21104 - 107th Ave.
Edmonton, AB T5S 1X2

--- Branch
Attention: Marta
1001 Jarvis Avenue
Winnipeg, MB R2X 0A1

Eurest Support Services

100 - 3700 N. Fraser Way
Burnaby, BC V5J 5H4

Farr Installations Ltd.
4912 Hart Highway
Prince George, BC V2K 3A1

Harris Rebar, A Division of Harris Steel Limited
7690 Vantage Way
Delta, BC V4G 1A7

--- Branch
Payroll office
318 Arvin Ave.
Stoney Creek, ON L8E 2M2

Huron Developments (1990) Ltd.
1130 Tranquille Rd.
Kamloops, BC V2B 3J9

Interior Industrial Constructors Ltd.
2148 Steel Rd.
Prince George, BC V2K 5B7

Interior Power & Chemical Services Ltd.
26019 - 31B Ave.
Aldergrove, BC V4W 2Z6

Jacobs Catalytic Ltd.
PO Box 5276 Stn A
400S - 8500 Macleod Trail South
Calgary, AB T2H 2N7

--- Branch
Attn: Yvette Rubeniuk
PO Box 5276 Stn A
Calgary, AB T2H 2N1

Kamtech Services Inc.
1633 Cliveden Ave.
Delta, BC V3M 6V5

Kellogg, Brown & Root (Canada) Company
PO Box 5588 Stn South
Edmonton, AB T6E 6P8

Kingston Construction Ltd.
9349 - 194th St.
Surrey, BC V4N 4G1

Kitimat Iron & Metal Works Ltd.
752 Enterprise Ave.
Kitimat, BC V8C 2E6

Landmark Glass & Aluminum Inc.
#120-7885 North Fraser Way
Burnaby, BC V5J 5M7

Landmark Mechanical Installations Ltd.

818 Highway Drive
Castlegar, BC V1N 3B5

Lockerbie & Hole Contracting Ltd.
401 Salter Street
New Westminster, BC V3M 5Y1

--- Branch
10320 - 146th St.
Edmonton, AB T5J 2J6

Lockerbie & Hole Industrial Inc.
401 Salter St.
New Westminster, BC V3M 5Y1

--- Branch
PO Box 414, 14940 - 121A Ave
Edmonton, AB T5V 1A3

McNamara Construction Company
80 North Queens Street
Etobicoke, ON M8Z 5Z6

--- Branch
PO Box 13095
St. John's, NF A1B 3V8

Midwest Mechanical Limited
2601 - 9th Ave.
Castlegar, BC V1N 2Y7

Mitchell Installations Ltd.
5298 Still Creek Ave.
Burnaby, BC V5C 4E4

Namdor Reinforcing Steel (1987) Ltd.
582 Hillside Ave.
Victoria, BC V8T 1Y9

New Canadian Installation & Erection Inc.
1792 Shaleridge Place
Kelowna, BC V2N 3E4

101 Industries Ltd.
245 - 3rd St.
Kitimat, BC V8C 2N8

Quality Reinforcing Steel Ltd.
14042 - 112A Ave.
Surrey, BC V3R 8E3

Seaward Construction Ltd.
10384 - 120th St.
Surrey, BC V3V 4G2

Thompson Valley Erectors Ltd.
830 Seymour St.
Kamloops, BC V2C 2H5

Tycon Steel (1998) Inc.
472 Dupplin Rd.
Victoria, BC V8Z 1B9

United Power Ltd.
198 Pemberton Ave.
North Vancouver, BC V7P 2R5

VicWest Steel Inc.
8081 - 132nd St.
Surrey, BC V3W 4N5

Fred Welsh Ltd.
#3 - 720 Beatty St.
Vancouver, BC V6B 2M1

West Kootenay Mechanical Ltd.
Box 225
Trail, BC V1R 4L5

Whelen Mechanical Installations (1981) Ltd.
4025 E. 1st Ave.
Burnaby, BC V5C 3W5

Zanron Fabrication & Machine Co. Ltd.
256 Third St.
Kitimat, BC V8C 2B8

**DRUG & ALCOHOL ABUSE
STATEMENT OF POLICY**

- Where a pattern of chemical dependence is suspected or apparent and documented;
- And where the problem is affecting the Member's ability to do his assigned job;
- And where it may affect the safety of that or other tradesmen on that job;

The Union office will address the situation with that Member.

The discussion will be CONFIDENTIAL, NON-THREATENING AND SUPPORTIVE.

The Member in question will, at the initial discussion, be made aware of the Union's concern and a suggestion made that he or she seek help for the problem through the Rehabilitation Plan or any other resources at his disposal. The Member then has his choices. At this point, a time frame to effect a change in the pattern will be contracted with the Member.

Given a fair time allowance with no significant change in behaviour or a worsening of the situation, the Mandatory Referral process will take place. The Member will be re-confronted and informed that unless treatment is sought, dispatch privileges (may) will be revoked until there is evidence that the addiction had been dealt with in a recognized treatment process or facility.

Further information can be obtained from the office of the
CONSTRUCTION INDUSTRY REHABILITATION PLAN
Telephone (604) 521-8611

In addition to their present Drug and Alcohol Policy, the parties to this agreement agree with the principles of the 2005 Canadian Model for Providing a Safe Workplace - Alcohol and Drug Guidelines and Work Rule (except the provisions dealing with pre-employment and random testing) (the "Canadian Model").

The parties are aware that BCBCBTU and CLR have formed a committee to examine an industry-wide drug and alcohol policy (the "Joint Policy"). If and when that committee recommends adoption of a policy, the parties agree to meet to consider replacing the Canadian Model with the Joint Policy.