



CONSTRUCTION EMPLOYERS COORDINATING COUNCIL OF ONTARIO

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To: ALL MEMBERS AND ASSOCIATE MEMBERS

Bulletin #13-17

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B.C. Ironworker Local 97 / CLAC Agreement

Council member

For your perusal attached is a recently signed agreement between:

**International Association of Bridge, Structural, Ornamental and Reinforcing
Iron Workers, Local 97**

("Local 97")

And

Construction and Allied Workers Union, CLAC Local 68

("CLAC")

This Agreement made as of August 30, 2017 and effective as of the date of the announcement of the first project covered by this Agreement.

BETWEEN

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS, LOCAL 97
(“Local 97”)

AND

CONSTRUCTION AND ALLIED WORKERS UNION, CLAC LOCAL 68
(“CLAC”)

WHEREAS the parties recognize as a priority the necessity to maximize employment opportunities for their respective memberships, to provide employers a competent and cost effective work force and to promote a harmonious working relationship among the parties and their respective memberships;

AND WHEREAS the parties have to date worked together on numerous projects cooperatively pursuant to mutually beneficial arrangements on a case by case basis;

AND WHEREAS the parties wish to formalize their relationship with respect to future projects;

THE PARTIES AGREE AS FOLLOWS THAT:

CLAC’s commitments

1. CLAC shall promote on an exclusive basis the employment of Local 97 members by CLAC’s signatory employers to perform work within Local 97’s traditional craft, where such work is available in excess of CLAC’s membership capabilities on any project.
2. CLAC will not recruit ironworkers into membership in its existing bargaining units, but nothing in this Agreement prohibits CLAC from accepting into membership and representing employees who are hired or trained by CLAC’s signatory employers or who are employed as ironworkers at the time of certification. CLAC, Local 97 and the signatory contractors will make their best efforts to establish the required ironworker crews in a way that promotes workplace harmony. In the event Local 97 forms the view such harmony is not possible on a particular project, it shall not be required to provide Local 97 members to that project.
3. The preferred model for the employment of Local 97 members by CLAC’s signatory employers shall be the model established between the parties during construction of the Port Mann Bridge. For greater certainty:
 - a) CLAC shall enter into an agreement with its signatory for the duration of a project to permit direct employment of Local 97 members, notwithstanding any provisions of CLAC’s collective agreement with the signatory;

- b) Whenever possible, where Local 97 members are anticipated to constitute a majority of ironworkers on a project, all ironworkers on the project shall be either Local 97 members or Local 97 members and ironworkers "permitted" by way of a permit process to be developed between CLAC, Local 97 and the signatory contractor;
- c) Should a) or b) not be possible, and a blended crew of Local 97 and CLAC members be necessary, where Local 97 members are anticipated to constitute a majority of ironworkers on the project CLAC agrees to, by way of an agency agreement, transfer representational responsibility for the blended crew to Local 97 for that specific project;
- d) If the project is one in which the majority of ironworkers are members of CLAC, and additional Local 97 ironworkers are needed to supplement the workforce, the parties will address such a situation on a case by case basis;
- e) The employer(s) shall make remittances on behalf of Local 97 members directly to Local 97;
- f) Local 97 members shall have their own representation on JOHSC; and
- g) Local 97 shall have full access to work sites to facilitate representation of its membership;

4. In the event a signatory employer is not prepared to employ Local 97 members pursuant to the terms of the standard Local 97 collective agreement on the basis set out in paragraph 3, the parties shall establish a process on a project by project basis to substantially mirror the representational regime set out in paragraph 3. The requirement shall be subject to the right of Local 97 to not provide members to projects that do not provide for the wages and benefits established in the Local 97 Standard Agreement, subject to any variance as agreed to by the Local 97 Business Manager. However, Local 97 shall not offer preferred terms to any other bidder than those it has required from a CLAC signatory.

5. Nothing in this Agreement shall prevent Local 97 from participation in collective bargaining on behalf of its members where it is currently part of a joint bargaining council (e.g. its negotiations as member of Bargaining Council of British Columbia Building Trade Unions ("BCBCBTU")).

6. Nothing in this Agreement shall prevent Local 97 from participating in any project which a third party has determined is not open to CLAC participation. Nothing in this Agreement shall prevent Local 97 from obligations arising from the fact that Local 97 signatories have collective bargaining relationships with unions that are members of the BCBCBTU.

Local 97's commitments

7. Local 97 shall promote on an exclusive basis the employment of CLAC members to perform work for Local 97's signatory employers outside Local 97's traditional craft. Nothing in this Agreement prohibits Local 97 from representing employees who are hired or trained by Local 97's signatory employers or who are employed outside the ironworkers' craft at the time of certification.

8. Local 97 shall promote the employment of CLAC members to perform work for Local 97's signatory employers outside Local 97's traditional craft on the same basis as provided in paragraphs 3 and 4.
9. Local 97 shall resign its membership in and participation on the British Columbia and Yukon Territory Building and Construction Trades Council as of the effective date of this Agreement.
10. Nothing in this Agreement shall prevent CLAC from participating in any project which a third party has determined is not open to Local 97 participation.
11. Local 97 shall not exercise its non-affiliation rights at any work site where CLAC members are employed and shall confirm such waiver at the request of any CLAC signatory employer.
12. Local 97 shall not support any statements, resolutions or initiatives proposed or made by any organization to which it belongs which are intended to harm the interests or reputation of CLAC.

Mutual commitments

13. The signatory union to a collective agreement shall retain full control of the right to negotiate, enter into and revise its collective agreements independently. Subject to the express provisions of this agreement, the signatory union to a collective agreement shall retain full control of the right administer its collective agreements independently. In cases where said representation may affect the interpretation of a collective agreement beyond the specific grievance in question, the signatory union to the collective agreement shall have the right to take over carriage of said grievance, up to and including withdrawing any such grievance if it is in the signatory's best interests to do so.
14. The parties shall introduce the other to their respective signatory employers in the construction and related industries, disclose the relevant terms of this agreement to them, and each party shall promote the benefit to such employers of employing the members of each of the parties.
15. The parties recognize that all employees have the statutory right to select union representation of their choice. However, the parties confirm that neither has the intention to initiate or promote a change in union affiliation of the members of the other party to it or any other union. In the event this occurs, that party may seek appropriate remedies from the Umpire, including cancellation of this Agreement.
16. Each party shall require its respective membership to work harmoniously and without harassment based on union membership on projects where members of both parties are working together.
17. No individuals shall be disciplined by either party based on membership in either party.
18. When appropriate, the parties shall promote the benefits of the working relationship

established herein to its respective memberships and to third parties, including government, developers and project owners, and media.

19. The parties shall promote the benefits of this agreement to affiliates in other provinces and cooperate as necessary to establish like agreements in other jurisdictions, including establishment of procedures to enhance access to working opportunities in all jurisdictions where affiliates of the parties are engaged in the construction and related industries.

Dispute Resolution

20. The parties shall appoint an umpire to resolve disputes arising in the interpretation or application of this agreement. The Umpire shall have jurisdiction to determine appropriate remedies and shall have the authority of an arbitrator pursuant to the British Columbia Arbitration Act. The Umpire shall be Ken Saunders. In the event he is not able to act, the parties shall agree on a replacement, failing which the Umpire shall be selected by the President of the Arbitrators Association of British Columbia.

Duration

21. Subject to paragraph 22, this Agreement shall remain in effect for a period of five years from the date of execution, and shall be renewed for further periods of five years if neither party has provided notice pursuant to paragraph 22 to revise or cancel the agreement.

22. Either party may provide notice to revise or cancel the agreement upon six months notice in the event that it can establish to the satisfaction of the Umpire that the Agreement has resulted in unintended consequences, having regard for the core purposes of this agreement to expand the body of work available to the members of both parties and to meet requirements of employers to obtain a competent, cost effective, harmonious work force. A further ground for early cancellation includes the filing of a bona fide raid application. In the event the Agreement is to be terminated, the Umpire shall have jurisdiction to resolve disputes arising as a consequence of the termination. During such notice period and, all provisions of the Agreement shall remain in force, except that neither party shall be required to promote or provide employment opportunities to the members of the other.

Executed as of the 30th day of August, 2017.

On behalf of Local 97:



On behalf of CLAC:


