

COLLECTIVE AGREEMENT

between

ONTARIO ERECTORS ASSOCIATION, INCORPORATED

(a Designated Employer Bargaining Agency)

On behalf of itself and all employers who are bound at law by this Agreement and on behalf of each of its members. Each employer being bound in any capacity being hereinafter referred to as “The Employer”

- and -

ONTARIO ERECTORS ASSOCIATION

(an Accredited Employer Association)

on behalf of itself and all employers who are bound at law by this Agreement and on behalf of each of its members. Each employer being bound in any capacity being hereinafter referred to as “The Employer”

- and -

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRONWORKERS AND IRONWORKERS DISTRICT COUNCIL OF ONTARIO

comprised of Local Unions 700, 721, 736, 759, 765, and 786 each of whom and all of whom are jointly and severally referred to as “The Union”

May 1, 2013 to April 30, 2016

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PREAMBLE

WHEREAS Ontario Erectors Association, Incorporated is the designated employer bargaining agency to represent in bargaining with respect to the Industrial Commercial and Institutional sector all employers whose Iron Worker employees are represented by the Union;

AND WHERAS the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and the Ironworkers District Council of Ontario in the designated employee bargaining agency for such Ironworker employees with respect to such sector;

AND WHEREAS the Ontario Erectors Association is the accredited employer's organization for the representation with respect to the heavy engineering sector of all employers whose Ironworker employees are represented by any of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local Unions 700, 721, 736, 759, 765 and 786.

AND WHEREAS this Collective Agreement covers all areas and sectors of the Construction Industry other than those covered by the EPSCA Collective Agreement.

AND WHEREAS the parties hereto wish to enter into the following agreement covering all areas and sectors of the Construction Industry in the Province of Ontario, except work covered under the EPSCA collective agreement.

PURPOSE

The purpose of this Agreement is to promote peace and harmony; to facilitate the peaceful adjustment of all disputes and grievances and to prevent strikes, lock-outs, or any unnecessary expense or delay in the work involved.

ARTICLE 1 – RECOGNITION AND SCOPE OF THE AGREEMENT

- 1.1 Ontario Erectors Association, Incorporated, the Ontario Erectors Association and each of the Employers covered by this Agreement as defined in this Agreement on the basis and for the purposes referred to in the Preamble recognize the Unions as the sole and exclusive bargaining agency for all of the employees as defined in this Agreement and as referred to in the Preamble and in all matters pertaining to the administration of this Agreement.
- 1.2 The Union recognized the Ontario Erectors Association, Incorporated, a designated employer bargaining agency and the Ontario Erectors Association, an accredited employer's organization, as the sole and exclusive collective bargaining agencies for all of the Employers covered by this Agreement, and in all matters pertaining to the administration of this Collective Agreement.
- 1.3 It is understood and agreed that everything herein contained shall be working conditions.
- 1.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto, and all other persons who are by operation of law bound by it.

- 1.5 This Agreement shall apply to all of the employees of an Employer within the Province of Ontario, save and except persons above the rank of General Foreman (it is understood that the General Foremen are not required to be Union members except as noted in Article 16), who are engaged in, but not necessarily limited to the following, which shall include all field maintenance work undertaken by the Employer. Terms and Conditions in this Agreement may be modified on maintenance work by the mutual consent of the parties to this Agreement when they deem it prudent.
- (a) The field fabrication, erection, installation of all the equipment devices and tools used in the work of the Trade including the use of forklifts and/or any specialty jacking/rigging devices used in rigging of machinery or any other items, and all types of welding, demolition, revision, repair and dismantling including the off loading, rigging, handling, placement, alignment, levelling, securing and adjustment thereof of all structural and miscellaneous steel, supplementary steel, header steel, bridging steel, all supports including but not limited to pipe supports electrical supports, duct supports and like structural members, prefabricated or fabricated on, during and/or after the completion of the job, false work, ornamental metals and handrails and plastic, fibreglass or substituted materials, any fibre reinforce polymer structural shapes and assemblies constituting or replacing the standard of practice and jurisdiction contained in the agreement fibre reinforced polymer structural , space frames, unistrut and equivalent trade name materials, laminated wood structures and prefabricated metal buildings, wind turbines, support structures, and related equipment, solar panels, support structures and related equipment, storage racks which form part of the building structure and diving work and installation of all types of scaffolding pertaining to the Ironworker trade.

Save and except where the Employer elects to use members of his staff or outside technical services, aligning, levelling, and surveying shall be performed by Ironworkers. The Employer agrees not to assign work to others that is normally performed by members of the Union in the Employer's yards.

- (b) Precast, prestressed, reinforced concrete, structural and architectural members for building, bridges, and other structures including modular designed building:

Where precast, prestressed, reinforced concrete structural and architectural members (columns, beams, girders, slabs, fascia panels, 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, work of loading, unloading, moving, and placing to complete erection shall be performed by members of the Union.

- (c) The rigging, moving, handling, dismantling, assembling, placing and repair of all machinery and equipment including the erection installation, and dismantling of conveyors, mono rails, rails, overhead cranes, and rails.
- (d) The erection of fences, sound barriers, recreational equipment and guard rails including the erection of safety fences, safety screens and all types of mechanical and safety types of fencing.
- (e) The erection and/or installation/retrofit, servicing, repair and maintenance of windows and doors, overhead vehicle doors/docks levellers, all metal curtain wall, including pre-glazed systems, cladding, all sheet metal, granite, glass, plastic, fibreglass, all fall arrest systems, window washing anchor systems, temporary steel work platforms including suspended work platforms and related equipment and all substitute material systems fastened to structural and architectural members or sections.

- (f) The erection, dismantling, relocation, jumping or servicing of hoisting equipment, climbing and/or traveling cranes, tower cranes, material and personnel hoists, personnel hoists, swing stages and related equipment including temporary jump hoists installed in elevator shafts. Also, the installation and dismantling or modifications of booms on cranes.
- (g) The signalling, rigging, hoisting and handling involved in the usage of all types of helicopters provided that the role of the Employer, the employee(s), and the flight crew are clearly agreed to, in writing, at a pre-task or pre-job meeting.
- (h) All welding, ferrous and non-ferrous, including arc, gas, thermite and all other forms of metal fusing.

The off loading, loading and handling of all material and equipment is included in the erection and installation of work described in this article including but not limited to structural and miscellaneous steel, ornamental metals, cranes and windows.

- 1.6 The Ontario Erectors Association, the Ontario Erectors Association, Incorporated, and the Employers covered by this Agreement, recognize the work jurisdiction of the International Association of Bridge, Structural, Ornamental, and Reinforcing Ironworkers as set out above and in Appendix "A" of this Agreement.
- 1.7 It is agreed that this Agreement shall supersede any other Agreement that has been entered into by and between any of the parties hereto which embraces any of the work defined above, which is dated prior to the signing of this Agreement.

ARTICLE 2 – UNION SECURITY

2.1(a) As a condition of employment it is agreed that only members and Ironworker Apprentices of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers shall be employed on work coming within the Scope of this Agreement. All employees shall keep up-to-date with their dues and assessments. Employees who fall in arrears with their monthly dues and/or travel service dues assessments while in the employ of an Employer shall be removed from the job at the request of the Business Manager upon presentation of acceptable evidence to support the request. The Employer agrees to only hire employees who present referral slips issued by the Local Union in whose territory the work is being performed.

The Employer shall have the right to request employees by name, in writing, who shall be issued a referral slip by the Local Union. The number of employees so requested by name shall not exceed fifty percent (50%) of the employees supplied to the job by the Local Union, subject to the Local Union being able to supply. Names on the out of work list will be made available by the Local Union when requested by the contractor to facilitate the fifty percent (50%) process. The right to request shall not be abused. Employee members who are transferred within the territory of their Local Union by an Employer will not require an additional referral slip. However, such transfers will not result in lay-off of employee member presently on these projects.

Any Welder referred by the Local Union to an Employer certified by the Canadian Welding Bureau, shall possess a valid Identification-Transfer Card as issued by the Canadian Welding Bureau. The Employer shall inspect the Identification-Transfer card to ascertain if the Welder is so qualified to perform the required welding. It shall be the responsibility of the Local Union, under the auspices of the Welder Qualification Testing Programs in conjunction with the Ironworker Trade Improvement Plan, to ensure that all Local Union Members referred or employed as Welders hold and maintain a valid Identification-Transfer Card. It shall further be the responsibility of the Local Union to periodically report, as may be required from time to time, to the Canadian Welding Bureau on the status, Employer, job location etc. of the Welder holding an Identification-Transfer Card.

- 2.2 Should the Local Union be unable to supply sufficient qualified Local Union members to meet the Employer requirements, then, if authorized by the employer, the Local Union will bring in Union members from the closest sub-office or sub-offices in the territory of the Local Union. Such Union members will not be refused employment for the purpose of circumventing the terms of this Collective Agreement and will receive their fare to the job site and subsistence allowance applicable to their sub-office. Abuse of the intent of this Clause and the unjustified receipt by any Employee of subsistence allowance will be a violation of this Agreement and subject to the Grievance procedure.

- 2.3 If the Local Union is unable to supply qualified Union Members in accordance with Article 2.1 and 2.2 within forty-eight (48) hours (two working days), or time mutually agreed upon, then the Employer may secure additional employees from another source and will notify the Local Union of the persons so engaged. Such employees must secure a referral slip from the Local Union before they start to work. Probationary employees will be replaced by qualified Local Union members when they become available. This shall be at no extra cost to the Employer, and will not be cause for grievance by any probationary employee.
- 2.4 An Employer shall have the right to transfer members of the Union anywhere in the Province of Ontario where work is being performed or is to be performed. Such Union members shall receive travel time, fares and subsistence allowance in accordance with the job location relative to the location of their Local Union. However, when Union members are transferred from one Local Union territory to another, the number of Union members transferred will not exceed forty percent (40%) of the total crew on the job unless approval is obtained from the Local Union Office. Such transferred Union members must secure a referral slip from the Local Union in whose territory the work is being performed. However, before members are transferred from one Local Union Territory to another the Employer shall contact the Local Union Business Manager of the Territory where the work is to be performed.
- 2.5 An Employer will notify the Local Union as soon as possible, but no later than twenty-four (24) hours prior to any job starting, and will advise the approximate number of Local Union members required.

- 2.6 When an employee is required for job site Rigging Lofts and/or Tool Cribs, an Ironworker Employee will be employed. However no employee shall be discriminated against in hiring or being continued in his employment because of age.
- 2.7 An Employer agrees not to contract, subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not in contractual relationship with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers or Local Union thereof.
- 2.8 An Employer also agrees not to assign or reassign work to any subsidiary, related company, or trade for the purpose of defeating the intent or provisions of this Collective Agreement.
- 2.9 An Employer will make payment to employees of any applicable commuting, travel, board, transportation or room and board allowances as set out in Appendix "C".

It shall be a violation of the Agreement and subject to grievance for any employee to demand payment of any such allowance in excess of those amounts or rates so specified in the Agreement.

ARTICLE 3 – TERRITORIAL JURISDICTION

3.1 The following Territorial Boundaries are recognized:

LOCAL UNION No. 700

All of the counties of Elgin, Essex, Chatham, Kent, Lambton and Middlesex.

LOCAL UNION No. 721

The District of Muskoka and all the counties of Dufferin, Durham, Haliburton, Northumberland, Ontario, Peel, Peterborough, Prince Edward, Simcoe, Victoria, and York, and in the county of Hastings, the Townships of; - Marmora, Rawdon, Sidney, and Thurlow. Also, in the County of Halton – the premises of the Ford Motor Company.

LOCAL UNION No. 736

All of the counties of Brant, Bruce, Gray, Haldimand, Huron, Lincoln, Norfolk, Oxford, Pert, Waterloo, Welland, Wellington, and Wentwork, and all of the county of Halton – except for the premises of the Ford Motor Company.

LOCAL UNION No. 759

All of the Districts of Kenora, Kenora Patricia, Rainy River, Thunder Bay , and all area lying to the north of the 50th degree latitude in the District of Cochrane and east to the Quebec border.

LOCAL UNION No. 765

All of the counties of Addington, Carlton, Dundas, Frontenac, Gengarry, Grenville, Lanark, Leeds, Lennox, Prescott, Renfrew, Russell, Stormont, and all of the County of Hastings except the Townships of: - Marmora, Rawdon, Sidney and Thurlow.

LOCAL UNION No. 786

All of the District of Algoma, Manitoulin, Nipissing, Parry Sound, Sudbury, Timiskaming, and all of the District of Cochrane, south of the 50th degree latitude.

ARTICLE 4 – HOURS OF WORK

- 4.1 No guarantee, except as otherwise specified in the Agreement.
- 4.2 Eight (8) hours shall constitute a day shift; said regularly assigned hours to be from 8:00 a.m. to 4:30 p.m. with one half hour lunch period without pay. The starting time and quitting time may be advanced by not more than one (1) hour by agreement between the Business Agent and the Employer. Such agreement shall not be unreasonably withheld.
- 4.3 When a shift outside the normal working hours is worked, except if varied as in 4.2 above, payments shall be on the basis of 115% of package rates for the first seven hours worked Monday to Friday. Any hours worked beyond 7 hours will be at the sole discretion of the employer and will be paid at double the negotiated package rates in article 12.
- 4.4 When shifts are worked, other than Saturdays, Sundays and recognized holidays, the day shift shall be as in Clause 4.2 above. An afternoon shift shall be between 4:00 p.m. and 12:30 midnight with one half hour for lunch without pay taken near the midpoint of the shift. A night shift shall be between 12:00 midnight and 8:30 a.m. with one half hour for lunch without pay taken near the midpoint of the shift. The shift premium outlined in 4.3 does not apply to Saturday, Sunday or recognized holidays.
- 4.5 Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade.

- 4.6 Double time shall commence at 12:01 a.m. for all shift work performed on Saturdays, Sundays, and recognized Holidays specified in this Agreement and shall end at 12:01 a.m. on the following day.
- 4.7 Employees shall be at their posts prepared to work at their regular starting time provided that the shed or room for the employees to change their clothes is adjacent to or within a reasonable distance from their work.

When that post is on a structure rising more than two hundred (200) feet above grade where the employees are required to walk or use a personnel hoist to reach their posts, a job condition allowance of \$6.00 per day will be paid to all employees of the Employer on the job site commencing with the day the structure is erected for the first horizontal level above two hundred (200) feet, subject to the conditions listed below. If the structure rises above the four hundred (400) foot level above grade a job condition allowance of \$7.00 per day will be paid to all employees of the Employer on the job site commencing with the day the structure is erected for the first horizontal level above four hundred (400) feet, subject to the conditions listed below.

If the structure rises over the eight (800) hundred foot level above grade a job condition allowance of \$8.00 per day will be paid to each employee working above that level up to the one thousand (1000) foot level subject to the conditions listed below. If the structure rises above the one thousand (1000) foot level, above grade a job condition allowance of \$10.00 per day will be paid to each employee working above that level up to the fifteen hundred (1500) foot level, subject to the conditions listed below.

The parties agree that on any structure requiring employees to work above the fifteen hundred (1500) foot level a pre-tender meeting will be held to determine the job condition allowance applicable to such a structure.

No job condition allowance will be paid during the erection of structures from foundations to the two hundred (200) foot level above grade, excepting those employees working on the concrete core above the two hundred (200) foot level.

An employee not at his work post at the starting time of any shift or half shift, or not at his work post at the quitting time or any shift or half shift will forfeit one half of the applicable daily job condition allowance.

No job condition allowance will be paid after the structure has been topped off unless work is performed above the two hundred (200) foot level.

No job condition allowance will be paid to employees who do not report for work. One half of the job condition allowance will be paid to employees for days on which no work is performed and they receive only two hours reporting pay.

Should the work day be shortened due to inclement weather after commencement of work, the following conditions apply;

- (a) One half of the applicable daily job condition allowance will be paid to each employee who commences work, but does not work after the lunch period.
- (b) Full applicable job condition allowance will be paid to each employee who works before the lunch period and continues to work after the lunch period.

4.8 On Industrial Plant Projects or Construction Site Projects, the Employer and the Local Union will negotiate an arrangement to transport or compensate employees where excessive walking time is involved.

ARTICLE 5 – OVERTIME AND HOLIDAYS

- 5.1 An Employer may require employees to perform work in excess of their regularly assigned hours. All time worked by an employee before and after his regular shift on Monday to Friday inclusive, except as provided in Article 4 and all hours worked on Saturday and Sunday shall be paid for at the rate of double time. Double time shall continue for all hours worked until the employee has had eight (8) consecutive hours off or longer if mutually agreed to by the employer and the employee.
- 5.2 All time worked on the following Holidays shall be paid for at the rate of double time:
NEW YEAR'S DAY, FAMILY DAY, GOOD FRIDAY, VICTORIA DAY, DOMINION DAY, CIVIC HOLIDAY (1st Monday in August), LABOUR DAY, THANKSGIVING DAY, CHRISTMAS DAY and BOXING DAY.

Should any of the above holidays occur on a Saturday or Sunday, such holiday shall be observed on Monday or Tuesday following; unless changed by mutual agreement between the Employer and the Local Union Business Manager. No work shall be performed on Labour Day except to save life or property.

- 5.3 In Locals 700, 721, 736, 765, and 786 where an employee is continually employed for more than two (2) hours beyond the normal quitting time of his shift, and has not been notified the day previous, he shall be provided with a lunch and allowed time to consume same without loss of pay. Where an employee has been notified the day previous, no lunch will be provided but employees will be allowed time to eat without loss of pay. In Local 759 when an employee is continually employed for more than two (2) hours beyond the normal quitting time of his shift, he shall be allowed thirty (30) minutes to obtain a meal without loss of pay, provided, however that should the employer provide a meal free of charge, then a maximum of fifteen (15) minutes will be allowed to consume the same. Where possible a hot meal will be provided (TV dinners are not acceptable).
- 5.4 Overtime shall be assigned as impartially as possible amongst all members on the job, subject to their ability to perform the work required.

ARTICLE 6 – LAY-OFF, DISCHARGE AND QUITTING OF EMPLOYEES

- 6.1 No employee shall be laid off during the first four (4) hours of his shift.
- a) notwithstanding the above, should an employee be laid off at home via phone or email they will be entitled to four hour remuneration at package rates for the next day on their regular scheduled shift in addition to the daily travel/commuting/board allowance for the project.

- 6.2 When an employee is laid off, where the Employer has a pay office within forty (40) kilometers of the job site, he shall be paid off in full on the job at the time of lay-off, and at the same time shall receive his Record of Employment Certificate and Vacation Pay. Where the job is within the territorial jurisdiction of Local 759 such payment and provision of documents shall be within four (4) working hours of the day of lay-off, or in the case of out of town projects within four (4) hours of reporting, personally if possible, to the Company's office, provided however that in the case of employees working on shut down projects such period shall be extended by one (1) regular working day after termination of employment. Should an Employer fail to comply with these provisions and the Employee has to return later for his wages and/or forms, he shall be paid waiting time at straight time rates applicable to the regular working hours.
- 6.3 Where an Employer has no pay office within forty (40) kilometers of the job site or if the job is time/material (cost-plus), in order to pay off the employees as above, then said Employer shall send such wages in full together with the Record of Employment Certificate to the employee's last known address by Express Post within twenty-four (24) hours (one working day), if sent to the Union Hall and forty-eight (48) hours (two working days), of the time of the employee's termination. Under no circumstances are final checks and R.O.E.'s to be mailed regular mail. Where the job is within the territorial jurisdiction of Local 759 and there is no such pay office or if the pay office is outside of the territorial jurisdiction of Local 759 such action shall be taken within two (2) working days, provided however that in the case of employees working on shut down projects such period shall be extended by one regular working day after termination of employment. Should an Employer fail to

send such wages and/or forms as above within the prescribed twenty-four (24) or forty-eight (48) hour period then said employee shall be paid waiting time in excess of the said twenty-four (24) or forty-eight (48) hour period at straight time rates of pay applicable to the regular working hours.

If the Employer has not mailed (Express Post) the required wages and forms stipulated above, a grievance must be initiated within five (5) working days, otherwise the Employer will not be required to pay waiting time beyond three (3) days.

6.4 When an employee quits of his own accord he must give notice to the Employer and must obtain a copy of his referral slip which will indicate he has quit, before the Union can issue another referral to him provided the Employer retains and completes the termination slip, and he shall wait until the regular pay day for his wages and Record of Employment Certificate. If it becomes necessary for the employee to wait beyond the regular pay day, following the giving of such notice for his wages and/or forms because said forms, pay, etc. are not ready, then he shall be paid waiting time at straight time rates applicable to regular working hours. When mailing the above the Employer shall use Express Post.

Except in extenuating circumstances an employee shall be deemed to have quit if he does not report for work for two full working days without contacting the Employer within such period giving a reasonable explanation for his absence.

6.5 When an employee is discharged he shall receive his Wages, Record of Employment Certificate in accordance with the terms of Article 6.3 above.

- 6.6 Employees will be given sufficient time during working hours in order to return an Employer's tools and equipment to the tool crib or stores when being laid off.
- 6.7(a) on termination, the employee shall receive a termination slip if supplied by the Local Union at the time of hiring, stating the reasons for termination and signed by an authority of the Employer. The termination slip should be kept at the job site.
- (b) Where Ironworkers are laid off or discharged from jobs, where they are accommodated in a camp they will be paid one hour at straight time rates in which to pick up personal gear.
- 6.8 On termination, the Employer's representative on the job site will indicate on the termination slip the number of hours to which the employee is entitled for the week during which the termination takes place.

ARTICLE 7 – PAY DAY

- 7.1(a) the regular pay day shall be once a week, not later than Thursday of each week and on Wednesday for employees working afternoon or night shifts. Exceptions to this may occur following a holiday. Wages shall be paid on the job site before quitting time, in cash or by cheques payable at par in the locality of the job site and the Employer shall arrange that the pay cheques will be honored at a local bank. Should the employee cease to work on Thursday before the normal quitting time due to inclement weather, he shall be paid at such quitting time provided the cheques are available.

Any employee required to wait for his pay shall be paid waiting time at straight time rates not to exceed eight (8) hours in any day for each regular working hour he is required to wait. However, no payment will be made for waiting time on Thursday or Friday, if the pays are delivered to the site before quitting time on Friday, instead of Thursday, for the following reasons only;

1. Employees have left the job site before quitting time on Thursday due to inclement weather.
 2. Pay cheques cannot be delivered on Thursday, due to extreme emergency.
 3. A double holiday occurs.
- (b) In the event that an Employer has issued cheques which are returned for lack of sufficient funds in payment of wages to employees covered by this Agreement, the Union shall have the option of notifying that Employer that henceforth all employees so covered shall be paid in cash or certified cheques. Failure to comply with this request shall constitute a violation of this Agreement.

When an Employer issues a N.S.F. Payroll Cheque, the bank charges for processing such cheque shall be borne by the issuing Employer. Employers shall pay a 4 hour penalty at package rates for any employee issued an NSF Check. Banking Errors which result in NSF check issuance will not be subject to this clause provided the NSF check is replaced and cleared within 24 hours.

- (c) On short term jobs that span two pay periods, two separate cheques will be issued by the Employer. On shut down work an Employer shall have an additional forty-eight (48) hours to comply with the provisions of Articles 6.2 and 6.3 in Local Unions 700, 721, 736, 765 and 786.

- 7.2 Employers may withhold where necessary, a reasonable amount of wages due to enable them to prepare the payroll. (Not more than one week).
- 7.3 Accompanying each payment of wages shall be a statement identifying both the Employer and the Employee, showing the total earnings, vacation pay, the amount of each deduction, the purpose thereof, and the net earnings. In addition each Employer will submit a copy of the monthly Welfare and Pension Report to the Local Union Business Manager.
- 7.4 Arrangements shall be made for new employees hired for out-of-town projects to secure an advance at the job site, not exceeding the necessary Board Allowance for the first week of employment. Allowance not to exceed wages owing.
- 7.5 On the request of employees on out of town projects in Local 759 the employer will arrange for the cashing of employee pay cheques during working hours.
- 7.6 The company may elect to do a direct deposit of pay into the employee's bank account. The employer will provide weekly pay stubs showing hours, earnings and all deductions to the employee.

ARTICLE 8 – REPORTING TIME ALLOWANCE

- 8.1 When an employee employed on a job or project reports as usual for work, but is unable to commence work because of circumstances beyond his control, he shall be given two (2) hours pay plus Traveling Allowance

and/or Board Allowance as applicable, for reporting on the job, provided however, that the employee remains on the job during the two (2) hour period and performs any work requested which, in the opinion or judgment of his Foreman, after conferring with the Job Steward, can be accomplished. If reporting time occurs during Saturdays, Sundays, Holidays or overtime hours, then the overtime rates shall apply. Should an employee be told to stay home for the next shift after the completion of the current shift due to expected inclement weather they shall be entitled to daily reporting time allowance as per article 8 in addition to the daily travel/commuting/board allowance for the project.

- 8.2 The above regulation will also apply to employees who are ordered to report to the Employer's Shop or Yard.
- 8.3 If the employee is requested by the Employer's Representative on the job site to wait on the site, he shall be paid his regular rate for such waiting time.

ARTICLE 9 – VACATION AND HOLIDAY PAY

- 9.1 Vacation regulations shall be in accordance with the regulations for the Construction Industry as outlined in the Employment Standards Act of the Province of Ontario, 1968, and all amendments, thereto.
- 9.2 Vacation and Holiday Pay shall be calculated at ten percent (10%) total earnings. The Employer agrees to record Tax and Pay, Vacation and Holiday Pay on weekly pay cheques.
- 9.3 The Union and the Employer agree that the ten percent (10%) of total earnings mentioned in Section 9.2 shall include six percent (6%) for Vacation Pay and four percent (4%) in lieu of Holidays as defined in 5.2.

- 9.4 Should any Legislation change the ratios in 9.3 the total shall not exceed ten percent (10%).

ARTICLE 10 – BENEFITS AND PENSION

- 10.1 Effective May 1, 2013 the Employer will pay, in all Local Unions, Three dollars and Forty Four cents (\$3.44) per hour earned by each Employee covered by this Agreement to the Ironworkers Central Welfare Fund as established by a Trust Agreement dated October 12, 1962 and as subsequently amended.
- 10.2 Effective May 1, 2013, the Employer will pay to the Ironworkers Ontario Pension Fund, as established by a Trust Document dated June 9, 1966 and as subsequently amended the following amounts for each hour earned by employees in each of the six Local Unions – Seven dollars and One cent (\$7.01).

NOTE: Changes to these amounts during the term of the Agreement may be made by the agreement of the parties. Double the amounts specified in 10.1 and 10.2 will be paid for all overtime hours.

- 10.3 Contributions including NIL reports shall be postmarked by the 15th day of the month following the month in which the hours were earned. At no time will the Welfare and Pension Contributions be paid directly to the Employee.

If an Employer does not submit the Contributions for Welfare and Pension as set out above, an interest charge of fifteen percent (15%) per annum will be charged for any unpaid amount of Contributions. Such interest charge to be calculated from the due date of the Contributions and continuing until the indebtedness is satisfied. Should the Trustees be required to

take legal or other action to obtain the contributions and/or interest due, the Employer shall reimburse the Trustees for any expense incurred by them in connection with such actions.

10.4 An Employer, to the extent bound by this agreement, hereby covenants and agrees to be bound by all the terms of the trust agreements governing the Ironworkers Central Welfare Fund as established by a trust agreement dated October 12, 1962 and all amendments thereto and the Ironworkers Ontario Pension Fund as established by a trust agreement date June 9, 1966 and all amendments thereto. In accordance with the Memorandum of Agreement and Declaration of Trust of the Ironworkers Ontario Pension Fund, Clause 27(b), and the Ironworkers Central Welfare Fund, Clause 28(b), “the Trustees may, by twenty-four (24) hours notice in writing, require any Employer to produce his payroll records and books or account so that they may ascertain whether or not contributions have been made in accordance with any Collective Agreement, any Agreement between him and the Trustees, or this Memorandum: upon his failure or refusal to do so, the Trustees may institute legal action for an accounting and the contributing Employer shall be deemed to consent to an Order and/or Judgment going against him forthwith for such accounting and to the issuance of a Mandatory injunction requiring him to make such accounting and such production of his payroll records and books or account forthwith”. It is understood and agreed that the trust agreements described above are not subject to negotiation or the grievance procedure.

10.5 It will not be a violation of this Agreement if the supply of labour is withheld due to non-payment of Welfare and/or Pension contributions by an employer.

10.6 Participating Local Unions in the Welfare and Pension Plans on the date of signing shall continue as participants for the duration of this Agreement.

10.7 The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contribution required to be made under this collective agreement and which are owed under the said plans so the Program Administrator or the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.

**ARTICLE 11 – JOINT CONFERENCE COMMITTEE
AND JOINT HEALTH AND SAFETY COMMITTEE**

11.1 In consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Ontario Erectors Association, Incorporated, The Ontario Erectors Association, their members, all Employers bound by the conditions of this agreement and the Union, a Joint Conference Committee has been established.

11.2 This Committee shall consist of six (6) members from each side. This Committee shall meet during January, May and September, or at any other time deemed necessary by either party to this Agreement, and shall be authorized to investigate, assess and recommend solutions to the various problems for the general betterment of the Industry, including among other items the implementation of a shorter work week, implementation of floating time, pay day problems, the jurisdiction of work, and the possible implementation of an alternate method of resolving jurisdiction in the Province of Ontario.

11.3 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship in a specific Local Union jurisdictional territory the terms and conditions in this Agreement for that Local Union area may be modified for a particular project by the mutual consent of the Local Union and the contractors concerned when they deem it prudent. Such amendments made shall be submitted to the Employee and the Employer Bargaining Agencies for ratification.

It being understood and agreed that where mutual agreement for change can not be achieved the request shall not be subject to either grievance or arbitration.

ARTICLE 12 – WAGES

LOCAL 700 - Windsor

Journeyman Ironworker, Rigger, Welder and Fence Erector*

	<u>May 1, 2013</u>	<u>May 1, 2014</u>	<u>May 1, 2015</u>
Wages	37.95 **		
Vacation & Holiday Pay	3.79		
Benefits	3.44		
Pension	7.01		
Trade Improvement	.18		
TOTAL	<u>\$52.37</u>	<u>\$53.67</u>	<u>\$54.87</u>
** Includes District Council Fund		\$ 0.82	
** Includes Field Dues Assessment		\$ 1.37	
O.E.A. – Industry Fund		\$ 0.12	

LOCAL 721 - Toronto
 Journeyman Ironworker, Rigger, Welder and Fence Erector*

	<u>May 1, 2013</u>	<u>May 1, 2014</u>	<u>May 1, 2015</u>
Wages	38.03 **		
Vacation & Holiday Pay	3.81		
Benefits	3.44		
Pension	7.01		
Trade Improvement	.08		
TOTAL	<u>\$52.37</u>	<u>\$53.67</u>	<u>\$54.87</u>
** Includes District Council Fund		\$ 0.82	
** Includes Field Dues Assessment		\$ 1.37	
O.E.A. – Industry Fund		\$ 0.12	

LOCAL 736 - Hamilton
 Journeyman Ironworker, Rigger, Welder and Fence Erector*

	<u>May 1, 2013</u>	<u>May 1, 2014</u>	<u>May 1, 2015</u>
Wages	37.95 **		
Vacation & Holiday Pay	3.79		
Benefits	3.44		
Pension	7.01		
Trade Improvement	.18		
TOTAL	<u>\$52.37</u>	<u>\$53.67</u>	<u>\$54.87</u>
** Includes District Council Fund		\$ 0.82	
** Includes Field Dues Assessment		\$ 1.57	
O.E.A. – Industry Fund		\$ 0.12	

LOCAL 759 – Thunder Bay
 Journeyman Ironworker, Rigger, Welder and Fence Erector*

	<u>May 1, 2013</u>	<u>May 1, 2014</u>	<u>May 1, 2015</u>
Wages	37.41 **		
Vacation & Holiday Pay	3.74		
Benefits	3.44		
Pension	7.01		
Trade Improvement	.18		
TOTAL	<u>\$51.78</u>	<u>\$53.08</u>	<u>\$54.28</u>
** Includes District Council Fund		\$ 0.82	
** Includes Field Dues Assessment		\$ 1.81	
O.E.A. – Industry Fund		\$ 0.12	

LOCAL 765 - Ottawa
 Journeyman Ironworker, Rigger, Welder and Fence Erector*

	<u>May 1, 2013</u>	<u>May 1, 2014</u>	<u>May 1, 2015</u>
Wages	37.95 **		
Vacation & Holiday Pay	3.79		
Benefits	3.44		
Pension	7.01		
Trade Improvement	.18		
TOTAL	<u>\$52.37</u>	<u>\$53.67</u>	<u>\$54.87</u>
** Includes District Council Fund		\$ 0.82	
** Includes Field Dues Assessment		\$ 2.06	
O.E.A. – Industry Fund		\$ 0.12	

LOCAL 786 - Sudbury

Journeyman Ironworker, Rigger, Welder and Fence Erector*

	<u>May 1, 2013</u>	<u>May 1, 2014</u>	<u>May 1, 2015</u>
Wages	37.95 **		
Vacation & Holiday Pay	3.79		
Benefits	3.44		
Pension	7.01		
Trade Improvement	.18		
TOTAL	<u>\$52.37</u>	<u>\$53.67</u>	<u>\$54.87</u>
** Includes District Council Fund		\$ 0.82	
** Includes Field Dues Assessment		\$ 1.73	
O.E.A. – Industry Fund		\$ 0.12	

12.2 Foreman Rate –
Effective May1, 2007 12% above the
applicable Journeyman
rate

General Foreman Rate –
Effective May1, 2007 20% above the
applicable Journeyman
rate

12.3 Overtime shall be at double the above rates.
*This classification includes but is not limited to the
following job titles:
Machinery Movers, Window Mechanics, Precast
Erectors, Pile Drive, Ornamental and Miscellaneous and
Support Steel Erectors, Erector Mechanics (Hoist and
Crane), Finishers (Window, Glass and Curtain Wall
Installers), Sheetters, Layout Men, Field Fabricators,
Structural Erectors, Conveyor Erectors.

**Field Dues Assessments (Article 31.1) and the District Council Fund (Article 31.3) are to be deducted from Wage Rate shown in 12.1 and forwarded as required in Article 31.1 and 31.3.

Industry Fund Contributions shall be as specified in Article 31.2.

12.4 PAY EQUITY PLAN

The parties to this Collective Agreement agree that as of January 1, 1990 there are not any female dominated job classes within the bargaining unit and therefore there are not any Pay Equity adjustments required.

This statement is deemed to constitute the Pay Equity Plan for the parties to this Collective Agreement.

ARTICLE 13 - IRONWORKER APPRENTICES

- 13.1 The Employer and the Local Union agree to participate in the Apprenticeship program through the auspices of the Ministry of Education and Training.
- 13.2 The Employer agrees to employ a full complement of Apprentices who are duly registered with the Ministry of Education and Training.
- 13.3 One apprentice shall be permitted for the first Journeyman employed by the Employer plus one additional apprentice will be permitted to be employed for each additional four (4) Journeymen on all work except ornamental and miscellaneous iron work and on such work one (1) apprentice shall be permitted for the first Journeyman employed by the Employer plus one additional Apprentice will be employed for each additional four (4) Journeymen. On the spinning of cables on suspension bridges, one apprentice shall be permitted to each Journeyman.

On curtain wall and window installation three (3) Apprentices may be hired for each Journeyman and the hiring rate of Apprentices so hired shall not exceed 75% of the Journeyman rate. The Apprentice will be allowed to progress as additional hours are worked as in 13.5 below.

- 13.4 Apprentices shall be hired and transferred in accordance with the Apprenticeship Provisions of the Agreement between the Employer and the Local Union.

13.5 The apprentice rates shall be as follows:

- 1st 1000 hours – 60% of the Journeyman Ironworker’s rate.
- 2nd 1000 hours – 70% of the Journeyman Ironworker’s rate.
- 3rd 1000 hours – 75% of the Journeyman Ironworker’s rate.
- 4th 1000 hours – 80% of the Journeyman Ironworker’s rate.
- 5th 1000 hours – 85% of the Journeyman Ironworker’s rate.
- 6th 1000 hours – 90% of the Journeyman Ironworker’s rate.

13.6 After a 6000 hour term of Apprenticeship, the Apprentice must satisfy the requirements as set out in the Apprenticeship and Tradesmen’s Qualification Act and applicable Regulations pertaining to Ironworkers, and when he has successfully complete same he shall be paid at the prevailing Journeyman rate.

ARTICLE 14 - TOOL AND CLOTHING INSURANCE

14.1(a) An Employer will maintain insurance to cover employee’s tools and clothing while on Company property or in Company change houses, against loss or damage by fire, or theft by forcible entry up to a maximum of six hundred dollars (\$600.00) per employee.

(b) In a camp the Employer will maintain insurance as in 14.1 (a) up to a maximum of one thousand two hundred dollars (\$1200.00) per employee for those employees staying in such camp.

ARTICLE 15–PIECE WORK AND WORK LIMITATION

- 15.1 Piece Work – The Union prohibits piece work of any description.
- 15.2 Work Limitation – There shall be no limitation placed on the amount of work to be performed by any employee during working hours.
- 15.3 No Employer shall ask or permit any employee to subcontract work for said Employer.

ARTICLE 16 - GENERAL FOREMEN AND FOREMEN

- 16.1 When 2, 3, 4, or 5 employees are employed; one shall be a Foreman and shall receive Foreman’s Wages.
- 16.2 When six to ten (6 to 10) employees are employed, one shall be a General Foreman, who is a member of the Union, and shall receive General Foreman’s Wages.
- 16.3 When more than ten (10) employees are employed, there shall be a minimum of one Foreman and one General Foreman.
Additional Foremen will be employed at the discretion of the General Foreman.
- 16.4 The Foremen and General Foremen being Union Members shall be the only company representatives of an Employer who shall issue instructions to the workmen.

ARTICLE 17 – MEMBERS REQUIRED ON RIGS

- 17.1 Not less than four (4) employees and a Foreman or General Foreman shall be employed on or around mobile or power operated rigs of any description used on structural steel erection. When mobile or power operated rigs are used for other than structural steel erection, the number of employees required on said rig shall be determined by the Foreman or General Foreman who, after conferring with the Steward, shall keep in mind the safe and efficient operation of the job.
- 17.2 Where stiff leg or guy derricks are used on steel erection the employee in charge shall be designated a General Foreman and shall be paid as such.

ARTICLE 18 – JURISDICTIONAL DISPUTES

- 18.1 Any jurisdictional dispute between the Union and any other building and construction trades union, that involves any work undertaken by an Employer, will in no way interfere with the progress and prosecution of the work. The parties agree to abide by a decision of the Canadian Plan for the settlement of Jurisdictional Disputes in the construction Industry and/or the Ontario Labour Relations Board.
- 18.2 A pre-job conference may be convened at the request of either party.
- 18.3 Employers will furnish a letter on the employer's letterhead, when so requested in writing by the Ironworker's District Council of Ontario or affiliated local unions, stating the type or work performed by that employer on a specific job.

ARTICLE 19 – DRINKING WATER AND CLOTHES ROOM

- 19.1 Every Employer shall supply adequate drinking water (with ice when necessary and available), at all times, and from a covered container having a drain facet and individual drinking cups and/or water cooler with sealed bottled water, where practical as per the Ontario Health and Safety Act.
- 19.2 Every Employer shall provide or arrange at the commencement of the job, a sanitary and adequately heated, lighted and ventilated, when necessary, place of shelter or adequate size, with adequate benches and tables where employees may eat their lunch, change their clothes and safely keep their personal tools.
- 19.3 Where the Employer does not supply a shack of his own, but arranges for facilities, as in 19.2 above, he shall supply a gang-box, for each shift, with lock to safeguard his employee's tools. Each shift shall have their own locks not to be keyed alike.
- 19.4 Every Employer shall arrange for or provide at the commencement of the job, sanitary, adequately heated, lighted and ventilated toilet facilities. Flush toilet facilities shall be arranged for or provided when and where available and shall be maintained. The lunch room will be swept out and or mopped out when necessary by an Iron Worker.

ARTICLE 20 – SAFETY PROVISIONS

- 20.1 The Employers and employees recognize that all work will be performed in accordance with the Occupational Health and Safety Act, and its regulations and any amendments thereto.

- 20.2 CRANE WAY PROTECTION – No employee will be permitted to work on crane ways while the crane is in operation except when stop blocks have been installed at each end of the work area, and is adequately protected from all electrical conductors.
- 20.3 BAR JOISTES – All bar joists shall be bolted or welded before bridging is installed, (whenever possible).
- 20.4 SHEAR STUDS AND CONCRETE ANCHORS – Where shear studs or other types of concrete anchors are welded or fastened to the walking surface of beams, prior to erection, an Employer will make every effort to ensure safe working conditions.
- 20.5 In consideration of the mutual benefits likely to be obtained, a Joint Health and Safety Committee shall be established consisting of three (3) Management and three (3) Union Representatives who shall meet monthly or at any other time deemed necessary for the purpose of improving the Health and Safety of employees.
- 20.6 SAFETY HARNESS – The Employer shall supply where required a full body harness at no cost to the employee. The Employee however will sign for and be responsible for the harness and return it in good condition to the employer when no longer required. If not returned the employer may deduct the cost from the employee's final pay.

ARTICLE 21 – BUSINESS MANAGERS

- 21.1 The Business Manager or Agent of the Local Union shall be permitted to visit on the jobs after reporting to the senior Representative of the Employer on the job, but will not interfere with the progress of the work.

21.2 Whenever security regulations prevent access to any job or project, an Employer or his Representative, will give all possible assistance to the Local Union Business Manager or Agent in obtaining the necessary pass or permission to gain access to such job or project.

ARTICLE 22 – JOB STEWARD

22.1 There shall be a Steward appointed by the Business Manager, on each job at all times during assigned working hours and all overtime hours, who shall be a Local Union member in good standing. The Local Union shall notify the Employer, in writing, who their Steward is. If the Employer disapproves of the said Steward, they shall immediately notify the Local Union, in writing, stating the reasons for their disapproval. If their reasons are acceptable to the Local Union a new Steward will be appointed by the Business Manager immediately. If not acceptable, the Union and the Employer will meet to discuss the reasons for disapproval, and if necessary grievance procedures will be followed. The Steward shall be given reasonable time during his shift to fulfill his duties and obligations. The Job Steward shall be notified when overtime is to be worked. The Steward shall keep a record of employees hired, laid off and discharged, and shall take up all grievances on the job and try to have same adjusted. In the event he cannot adjust them, he must promptly report that fact to the Business Manager of the Local Union so that Step 2 of the grievance procedure can be followed through. He shall see that the provisions of this Agreement are complied with and report the true conditions and facts. It is recognized as the Employer's responsibility to make whatever provisions are necessary for the care of injured workmen, including the

prompt submission of the required forms to the Workmen's Compensation Board. It shall be the duty of the Steward to see that the Employer fulfills his obligation. The Employer agrees that when employees are laid off, the Steward shall be notified prior to the lay-offs, and all things being equal, the Steward will be the last man laid off.

The Employer further agrees that the Steward will not be transferred to another jobsite unless mutually agreed by the Employer's Representative and the Local Union Business Manager. The steward shall be a member of the Local Union in whose territory the work is being performed.

ARTICLE 23 – GREIVANCE AND ARBITRATION

- 23.1 There shall be an earnest effort on the part of both parties to this Agreement, to settle promptly through the procedure set out herein, any complaints, grievances, or disputes arising from the interpretation, application, or administration of this Agreement.
- 23.2 All grievances to be dealt with under Step 2 below, shall be in writing, and signed by the employee or the Union, having such grievance.
- 23.3 Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought, and shall not be subject to change at later steps except by mutual agreement with the Employer, or in the case of remedy, by an Arbitration Board.

23.4 Any time limits may be extended by agreement in writing.

23.5 If the provisions of Article 23 hereof are not taken within the time limits specified therein or as extended in writing as set out above, the grievance shall be deemed to have been abandoned and may not be reopened.

23.6 Grievance properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 It is understood and agreed that the Union or the employee does not have a grievance until the complaint has been discussed (where possible) with the Foreman or Superintendent and given him the opportunity of dealing with the complaint.

This shall be done within fourteen (14) calendar days of the date the incident occurred. The employee may have his Steward or Business Representative present if he so desires when presenting his complaint.

STEP 2 If the grievance is not settled within fourteen (14) calendar days after Step 1 has been taken; it shall be reduced to writing and be dealt with by Management of the Employer and of the Union, or their delegated representatives. If within seven (7) calendar days of the meeting between Management of the Employer and the Union the grievance has not been resolved, the matter may be submitted for Arbitration by either party.

23.7 The Employer or the Union may submit a written grievance at Step 2.

- 23.8 Any settlement agreed upon by both parties shall be binding upon the Employer, the Union, and the employee or employees concerned.
- 23.9 Any grievance, including any question as to whether a matter is arbitral:
- (a) Submitted to Arbitration shall be so submitted within fourteen (14) calendar days after the completion of Step 2 of Article 23.7.
 - (b) The Board of Arbitration will be composed of one person appointed by the Employer and one person appointed by the Union and a third person to act as Chairman chosen by the two members of the Board.
 - (c) Within seven (7) calendar days of the request of either party for a Board, each party shall notify the other of the name of its appointee.
 - (d) Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within fourteen (14) calendar days of the notification mentioned in 23.3 above, the Minister of Labour of Ontario will be asked to appoint a Chairman.
 - (e) The decisions of the Board of Arbitration or a majority of such Board, constituted in the above manner, shall be binding on the employee, the Union, and the Employer.
 - (f) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.

- (g) Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense, if any, of the Chairman.

ARTICLE 24 – MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of an Employer to:

- 24.1 Maintain order, discipline and efficiency.
- 24.2 Hire, discharge, transfer, demote, promote, or discipline employees, provided, that a claim for discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of grievance and dealt with as herein provided.
- 24.3 Generally manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the locations of the work places, the materials, methods, machines and tools to be used in the execution of the work and the working schedules, subject to the terms of this Agreement.

ARTICLE 25 – NO STRIKE OR LOCK-OUT

No employees bound by this Agreement shall strike, and no Employer bound by this Agreement shall lock-out his employees.

ARTICLE 26 – TOOLS

26.1 All Employees shall furnish, for their own use, all necessary hand tools (except power tools) to enable them to effectively perform their work. Tools broken on the job or lost over water shall be replaced by the Employer with tools of equal value.

ARTICLE 27 – DOUBLE JOBS – MEMBERS

27.1 No member of the Union will be permitted to receive wages for more than one job at the same time.

ARTICLE 28 – GENERAL CONDITIONS

28.1 An employee who is injured in the course of performing his duties and requires medical attention by a Doctor and is certified by the Doctor to be unable to continue work, shall be paid to the end of his regular scheduled work shift on the day of injury.

28.2 An employee absent by reason of illness or accident, who returns to work, shall be reinstated to his former position upon his return to work if the job is not complete and the trade is still open, provided work is available and suits his physical capabilities and twenty-four (24) hour prior notice of his intention to return to work is given. No employee may exercise the option herein granted unless he shall have reported his illness or accident to the Employer the first day he absented himself from work by reason thereof.

- 28.3 It is agreed that all employees of an Employer covered by this Agreement will be permitted time in each half of their respective shifts to drink coffee or refreshments on the job. It is, however understood that this shall be done in such a manner as to not stop the normal operation of the job. Coffee will be allowed before overtime commences. The employer may establish a ten (10) hour work day in the County of Lambton. Such work day will include a thirty (30) minute unpaid lunch period. It will also include either three (3) paid ten (10) minute rest periods or two (2) paid fifteen (15) minute rest periods, which shall be determined by the employer.
- 28.4 On jobs of an abnormally dirty nature or on jobs where acid or other chemicals damage clothing, the Employer agrees to supply gloves and coveralls. Employees working on these jobs shall be allowed fifteen (15) minutes for washing up.
- 28.5 The parties to this agreement will correspond with each other on all significant matters pertaining to the interpretation and application of this Collective Agreement.
- 28.6 In Locals 700, 721, 736, 765 and 786, Welding Jackets, Welding Sleeves, Welding Hoods or Hard Hats broken or damaged on the job shall be replaced by the Employer. In Local 759, the Employer will without cost to the Employee supply Helmet, Welding Gloves and Protective Sleeves, but the Employee will be responsible to return same.

28.7 It is agreed that any employees of the Employer who are scheduled for welding tests under the auspices of the Welder Qualification Testing Programs in conjunction with the Ironworker Trade Improvement Plan shall be allowed the necessary absence without pay from their work in order to receive such test. The employee shall notify the Employer as far in advance as possible as to the date and hour of testing. It is understood that employees so being tested shall receive a monetary grant from and as per the regulations of the Ironworker Trade Improvement Fund in lieu of wages and allowances lost in taking such tests. Employees requiring such time off will not be discriminated against in any manner.

ARTICLE 29– IRONWORKER TRADE MPROVEMENT PLAN

29.1 In Local 700, 736, 759, 765, and 786 each Employer will contribute eighteen cents (\$0.18) per hour for each hour earned by Employees covered by this Agreement to the Ironworkers Trade Improvement Plan Trust.

(a) Local 721 – eight cents (\$0.08).

29.2 Contributions including NIL reports shall be postmarked by the 15th day of the month following the month in which the hours were earned. At no time will the Ironworkers Trade Improvement Plan Trust Contributions be paid directly to the Employee.

If an Employer does not submit the Contributions for Ironworkers Trade Improvement Plan Trust as set out above, an interest charge of fifteen (15%) percent per annum will be charged for any unpaid amount of Contributions. Such interest charge to be calculated from the due date of the Contributions and continuing until the indebtedness is satisfied. Should the Trustees be required to take Legal or other action to obtain the Contributions and/or interest due, the Employer shall reimburse the Trustees for any expense incurred by them in connection with such actions.

- 29.3 An Employer and the Local Union, being signatory to this Agreement, hereby covenant and agree to be bound by all the terms of the Agreement and Declaration of Trust governing the Ironworkers Trade Improvement Plan Trust as established by a Memorandum of Agreement and Declaration of Trust dated May 28, 1970 and all amendments thereto are not subject to negotiation or to grievance procedure except as may be provided in the Agreement and Declaration of Trust itself.
- 29.4 It will not be a violation of this Agreement if the supply of labour is withheld due to non-payment of Trade Improvement Plan Trust contributions by an Employer.

ARTICLE 30–CHECK OFF/ FIELD DUES
ASSESSMENT

30.1 Effective May 1, 2013 the employer will deduct for:

Local 700	\$ 1.37
Local 721	\$ 1.37
Local 736	\$ 1.57
Local 759	\$ 1.81
Local 765	\$ 2.06
Local 786	\$ 1.73

The Employer will forward same to the Financial Secretary of the Local Union (see note) where the work is being performed, post-marked not later than the 15th day of the month following the month for which the deductions are made. Double this amount will be deducted for overtime hours.

Where an employee works in more than one Local Union territory for a week or less, the Employer will forward deductions to the Local Union in whose territory the employee worked the greater percentage of hours. This amount is for working dues assessment and will be deducted from gross wages and identified on the employee's pay statement. NOTE: for Local 721 only, deductions will be forwarded with the Welfare and Pension Contributions to the Fund Administrator.

It will not be a violation of this agreement if the supply of labour is withheld due to non-payment of check off field dues assessment. If the Employer does not submit as required above an interest charge of fifteen percent (15%) per annum will be charged for any unpaid amount. Such interest charge to be calculated from the due date and continuing until the indebtedness is satisfied. Should expense be incurred for legal or other action required to obtain the assessments or interest due, the Employer shall be liable for any such expense.

30.2 INDUSTRY FUND

Each Employer working in the jurisdiction of Local 700, 721, 736, 759, 765, and 786, covered by this Collective Agreement shall contribute to the Ontario Erectors Association, Incorporated, twelve (12) cents per hour earned by each employee covered by this Agreement.

Contributions shall be remitted to the Benefit Plan Administrators, payable to the Ontario Erectors Association, Incorporated post-marked by the 15th of the month following the month in which the hours were worked. This Fund shall be administered by the Board of Directors of the Ontario Erectors Association, Incorporated, and shall be for the benefit of the Association and shall not in any way be construed as wages or benefits for the employees.

If the Employer does not submit as required above an interest charge of fifteen percent (15%) per annum will be charged for any unpaid amount. Such interest charge to be calculated from the due date and continuing until the indebtedness is satisfied. Should expense be incurred for legal or other action required to obtain the assessments or interest due, the Employer shall be liable for any such expense.

30.3 DISTRICT COUNCIL FUND

Each employer working in the territorial jurisdiction of Local Unions 700, 721, 736, 759, 765, and 786 will deduct and remit the rates detailed under article 30.5 for for each hour earned by employees covered by this Agreement to the Ironworker's District Council Fund.

Effective May 1, 2010, one cent (\$0.01) per hour earned will be added to the district council fund for the purpose of funding the Canadian Building Trades which will be forwarded to the Canadian Building Trades department on a monthly basis by the benefit plan administrator.

Deductions shall be remitted to the Benefit Plan Administrators post-marked by the 15th of the month following the month in which the hours were worked.

If the Employer does not submit as required above an interest charge of fifteen percent (15%) per annum will be charged for any unpaid amount. Such interest charge to be calculated from the due date and continuing until the indebtedness is satisfied. Should expense be incurred for legal or other action required to obtain the assessments or interest due, the Employer shall be liable for any such expense.

30.4 IRONWORKER MANAGEMENT PROGRESSIVE ACTION COOPERATIVE TRUST (IMPACT)

Each employer working in the territorial jurisdiction of local Unions, 700, 721, 736, 759, 765 and 786 will actively participate in IMPACT. The Financial commitment to the trust agreement will be three quarters (3/4) of one percent of the Journeyperson base wage outlined in the schedules contained in the agreement. This commitment will be born equally by both Labour and Management and will be reflected in the District Council fund for deduction and remittance to the appropriate parties for each hour earned by employees covered by this agreement to IMPACT

Deductions shall be remitted to the Benefit Plan Administrators post-marked by the 15th of the month following the month in which the hours were worked.

If the Employer does not submit as required above an interest charge of fifteen percent (15%) per annum will be charged for any unpaid amount. Such interest charge to be calculated from the due date and continuing until the indebtedness is satisfied. Should expense be incurred for legal or other action required to obtain the assessments or interest due, the Employer shall be liable for any such expense.

**30.5 EMPLOYER/EMPLOYEE ANNUAL PACKAGE
MEMORANDUM**

The Employer and the Employee Bargaining Agent will issue a joint memorandum annually prior to April 15th in each year outlining changes to articles 10, 12, 29 and 30 and appendix B (if applicable) for notification of Employers and Employees covered under the terms of this agreement regarding the breakdown of each year covered under the agreement. The annual pay raise for the appropriate year's increase will take effect on the last Sunday in April for that year

ARTICLE 31 – BONDING

For the purpose of ensuring compliance with the provisions of Article 10.3, 29.3, 30.1 and 30.3:

- (a) each Employer who first becomes bound by this agreement after the effective date hereof shall forthwith after becoming bound and to the extent of \$20,000.00;
- and**
- (b) each Employer declared by the Trustees of the Welfare and Pension Funds to have been frequently delinquent in making full and timely payments in connection with such funds shall forthwith after being advised of such declaration and to the extent of such amount determined by the Trustees not to exceed \$20,000.00; cause to be deposited with the Plan Administrator a cash bond or certified cheques payable to the Plan Administrator, who may apply all or any amount resulting thereof to satisfy any delinquency with request to any of the payments called for under the above Articles.

Subsequent to such application of any amounts the Employer shall forthwith replenish such cash bond, or certified cheques amount. The legal or other costs associated with obtaining the said bond or enforcing this provision shall be borne entirely by the Employer. These costs shall be part of any order or declaration issued against the Employer by the Ontario Labour Relations Board or board of arbitration.

ARTICLE 32 – DURATION AND TERMINATION OF AGREEMENT

This Agreement shall become effective on May 1, 2013 and will remain in full force and effect until April 30, 2016, and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of any such period. In the event that such written notice is given, negotiations will commence within ten (10) days after receipt of such notice. During the period of such negotiations this Agreement shall remain in full force and effect.

IN WITNESS THEREOF, The Parties to this Agreement have caused the Agreement to be executed by their duly authorized representative.

SIGNED AT TORONTO this 22nd day of February 2013

SIGNED ON BEHALF OF:

Ontario Erectors Association,
Incorporated

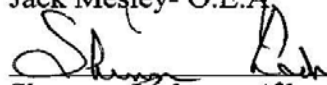
SIGNED ON BEHALF OF:

International Association of
Bridge, Structural, Ornamental
and Reinforcing Ironworkers

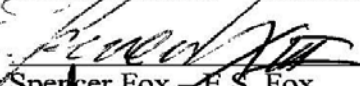
For the O.E.A.



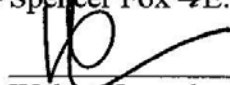
Jack Mesley - O.E.A.



Sherman Ladner - Alberici



Spencer Fox - E.S. Fox

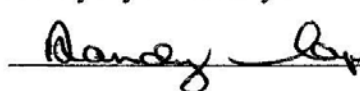


Walter Koppelaar - Walters



John Jurcik - Venshore Mech

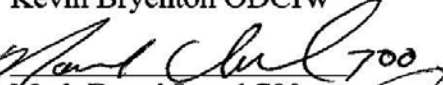
Randy Cyr - R.J. Cyr



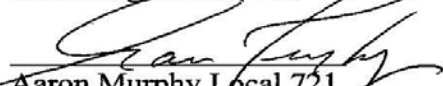
For the Union



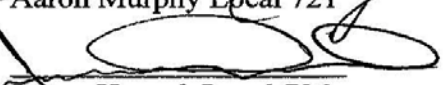
Kevin Bryenton ODCIW



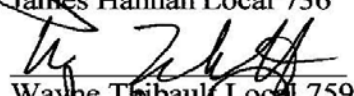
Mark Dugal Local 700



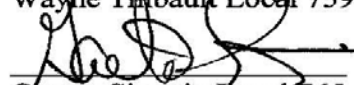
Aaron Murphy Local 721



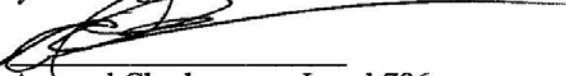
James Hannah Local 736



Wayne Thibault Local 759



Gaetan Sigouin Local 765



Armand Charbonneau Local 786

APPENDIX 'A'

TRADE JURISDICTION

The International Association claims for its members the fabrication, production, erection and construction and maintenance of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and non-ferrous metals; pre-cast, pre-stressed and post-stressed 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 of 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, falsework, fans, fencing, fire escapes, composite fiberglass or substitute materials, fins, flag poles, floor construction and flooring, flooring, flumes, frames, frames in support of boilers, fronts, forklifts, fur rooms, gates, grating grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, bins, hot rooms, inclines, iron doors, jail and cell work, joists pre-cast, pre-stressed and post-stressed and 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, and welding by acetylene gas and electric machines; metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal furniture, metal windows and enclosures, mixers, monorails and rails, multi-plate, operating devices, ovens, pans, panels (insulated and non-insulated, factory and field assembled), pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverizers, racks, railings (including pipe), railroad bridgework and maintenance, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roof, 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 (meal and pre-cast concrete), spillways, stacks, stage equipment and counterweight system and rigging for asbestos curtain, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, towers, tanks, tracks, tramways, travelers, traveling sheaves, trusses (steel, Howe and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, wind turbines, support structures and related equipment, window washing anchor systems and related equipment, solar panels, support structures and related equipment, window wall, wire work; wrecking and dismantling of all of the above and all housesmith work and submarine diving in connection with or about the same.

APPENDIX 'B'

COMMUTING, TRAVEL AND BOARD ALLOWANCE

Commuting, Travel and Board Allowance is not payable, regardless of the distance to the job site when the employee leaves his home base and returns the same day in a company vehicle and is being paid his applicable wage rate.

All distances in this Appendix will be measured by the most direct route accessible by passenger automobile.

I. COMMUTING ALLOWANCE

- (a) Commuting allowances will be paid from the appropriate centres:

Local 700 – Windsor, London, Sarnia and Chatham City Halls

Local 721 – Toronto City Hall

Local 736 – Hamilton City Hall, Waterloo-Wellington Airport
Tower in Kitchener Area, Allenburg Post Office

NOTE: An employer based in either Kitchener or the Niagara Peninsula may select as his appropriate centre any of these three but this selection will not be changed during the term of the Agreement.

Local 759 – Thunder Bay Labour Centre

Local 765 – Ottawa City Hall, Kingston City Hall

Local 786 – Sault Ste. Marie, Sudbury and Timmins
Federal Buildings

Where a local union has multiple travel centers and associated dispatch lists for manpower, travel and board allowances shall be paid from the appropriate center in conjunction with the dispatch list.”

Local 700 – Commuting Allowances effective May 1, 2013:

Zone 1	0 up to 16 kms	NIL
Zone 2	16 to 24 kms	\$ 5.32
Zone 3	24 to 40 kms	\$ 9.13
Zone 4	40 to 80 kms	\$21.31

Local 721 – Commuting Allowances effective May 1, 2013:

Zone 1	0 up to 24 kms	\$25.00
Zone 2	24 to 32 kms	\$ 8.01
Zone 3	32 to 40 kms	\$ 9.57
Zone 4	40 to 80 kms	\$22.21

Local 736 – Commuting Allowances effective May 1, 2013:

Zone 1	0 up to 16 kms	NIL
Zone 2	16 to 24 kms	\$ 5.54
Zone 3	24 to 40 kms	\$ 9.56
Zone 4	40 to 80 kms	\$22.21

Local 765 – Commuting Allowances effective May 1, 2013:

Zone 1	0 up to 11 kms	\$20.00
Zone 2	11 to 24 kms	NIL
Zone 3	24 to 32 kms	NIL
Zone 4	32 to 40 kms	\$ 9.13
Zone 5	40 to 80 kms	\$21.31

Local 786 – Commuting Allowances effective May 1, 2013:

Zone 1	0 up to 24 kms	NIL
Zone 2	24 to 40 kms	\$ 12.67
Zone 3	40 to 80 kms	\$ 38.05

- (b) When an employer transfers any employee covered by this Agreement from one job site to another job site and who is required to use his own transportation and the transfer is made during working hours on the same day the employee shall be paid his applicable wages while traveling plus transportation costs of forty-seven (.47) cents per kilometer, over and above the highest normal commuting zone rate in which he is employed during that day, and other allowances that may apply.

- (c) Each of the above defined series of zones shall end at the territorial boundary lines of the Local Union concerned and shall not be construed, at any time, to embrace any of the territory of an adjoining Local Union.

- (d) When an employee is transferred during working hours and reasonable comfortable transportation is provided by the Employer, then no transportation costs will be allowed, but the Employer must return the employee to the place from where he was transferred and pay applicable rates until that time.

LOCAL 759– Commuting Allowances effective May 1, 2013:

The area within the city limits of Thunder Bay will be classified as Travel Free Zone.

When an employee commutes to a job site that is within 24 – 80 kilometers from Thunder Bay Labour Centre, City Hall or construction camp, he will be paid a commuting allowance of fifty-eight cents (\$0.58) per kilometer, sixty cents (\$0.60) per kilometer effective may 1, 2014 and sixty- two cents (\$0.62) per kilometer effective May 1, 2015 in lieu of fare and traveling time. This allowance will be paid to each employee for the difference between the above 24 kilometers and the actual mileage traveled.

II. **TRAVEL** – Initial & Return

A. Locals 700, 721, 736, 765, and 786

(1) Allowances will be paid from the appropriate centre as listed in I.(a) above:

(2) Allowances will include:

(a) Travel Expenses equivalent to rail fare (or rail/bus fare in Local 786) including a lower berth when traveling at night plus,

(b) Board Allowance commencing with the day of departure. (note: the day of departure is the day previous to commencement of work).

(c) Plus TRAVEL TIME ALLOWANCE calculated at straight time rates of pay as follows:

(d) In Locals 700, 721, 736, 765, and 786

Over 80 kms – 128 kms	Two (2) hours
Over 128 kms – 192 kms	Three (3) hours
Over 192 kms – 257 kms	Four (4) hours
Over 257 kms – 322 kms	Five (5) hours
Over 322 kms – 386 kms	Six (6) hours
Over 386 kms – 451 kms	Seven (7) hours
Over 451 kms –	maximum of Eight (8) hours in each 24 hour period

(3) The Employee shall remain on the job for one (1) month or for the duration of the job, whichever is shorter, otherwise the Employer may recover such Travel Expense and Travel Time Allowance, from their wages and such deduction is hereby authorized and directed. Employees remaining on the job for two (2) months, or for the duration of the job, whichever is shorter, shall be paid like Travel Expenses, Travel Time Allowance and Board Allowance for returning.

(4) Welfare, Pension and other Benefits will be paid for employees on Travel Time.

- (a) Local 759
- (1) When an employee is sent to a job beyond eight (80) kilometers of the Labour Centre of Thunder Bay, Ontario, he shall be paid an allowance of fifty-eight cents (\$0.58) per kilometer, sixty cents (\$0.60) per kilometer effective may 1, 2014 and sixty- two cents (\$0.62) per kilometer effective May 1, 2015 provided he remains on the job for thirty (30) working days or for the duration of the job, whichever is lesser. In addition to the kilometre allowance, each employee will be paid one minute's pay at the prevailing rate for every kilometre traveled. The above to be paid on the employees first pay day. The above allowances start after the 24 km free zone.
 - (2) Each employee will be entitled to Mileage and Travel Allowance to Thunder Bay and return every forty-five (45) calendar days. This shall be paid whether or not the employee actually returns to Thunder Bay and he shall receive payment at that time. Should the Employee fail to remain on the job for a further thirty (30) calendar days following a forty-five (45) day period, one half of the Mileage and Travel Allowance may be deducted from his wages.

If the employee has to leave the job due to accident, sickness, recognized holiday period, or any other legitimate reason mutually agreed upon by his Foreman, it will not be considered a breach of his continuous employment for the purpose of receiving his return fare.

- (3) If at any time the job should terminate or the employee be laid off or discharged, the employee will be paid return mileage and travel time allowance as in (1) above and no deductions under (2) above will apply.

III. **BOARD ALLOWANCE**

A. (1) Locals 700, 721, 736, and 765

A Board Allowance will be paid at the prescribed rate to each employee for each day his is instructed to and reports for work where the job site is more than eighty (80) kilometres from the appropriate centre specified in 1(a) above except where he is living in a camp arranged by his Employer when a suitable room and good wholesome meals are supplied free of charge. An employee shall have the one time option of electing to stay at such camp or accept the applicable Board Allowance. Employees shall be paid this allowance for the holidays specified in Article 5.2 provided, that such employees work a full shift, if it can be worked, on the normal working day preceding the holiday and a full shift, if it can be worked, on the normal working day immediately following the holiday.

- (a) Prescribed Rate – Locals 700, 721, 736 and 765 effective May 1, 2013:

80 – 120 kms	\$ 31.70
120 – 160 kms	\$ 43.86
Over 160 kms	\$111.24 per day worked

- (b) Prescribed Rate-Local 786 effective May 1, 2013:

80 – 120 km	\$ 48.43
120 – 160 kms	\$ 60.61
Over 160 kms	\$111.24 per day worked

NOTE: In Local 786 save and except an area within eighty (80) kilometers of the City of Sudbury and Sault Ste. Marie as outlined above, the Employer further agrees that where a project is more than sixteen (16) kilometers from the nearest available and suitable room and board it shall pay each employee forty-eight (.48) cents per kilometer one way daily from the Federal Building where such accommodations are available to the project, except where camp conditions prevail.

A. Local 759

1. (a) When an employee is required to travel to a job site over eighty (80) kilometers to one hundred and twenty (120) kilometers from the Labour Centre of Thunder Bay, he will be paid in addition to his regular daily wages and transportation allowance, a subsistence allowance:

of \$94.74 per day worked effective May 1, 2013

- (b) When an employee is required to travel to a job site over one hundred and twenty (120) kilometers from the Labour Centre of Thunder Bay he will be paid in addition to his regular daily wages and transportation allowance, a subsistence allowance as follows:

Effective May 1, 2013 \$120.00 per day worked.

Board week to begin Monday and run through to Sunday, it being understood that the above provisions shall apply to days not worked due to weather conditions.

- (ii) The Company may elect to supply suitable free board and lodging in lieu of paying the subsistence allowance.

- (iii) When a camp is established, the Employee shall have the option of camp accommodation or the Board Allowance provided the Employee indicates his choice only one and at the time of his initial assignment to the project. Where an Employee has chosen not to live in camp he shall not qualify for daily travel time or transportation allowance.

APPENDIX “C”

500 TON RULE

In accordance with Article 11.2 and 11.3 of the current Collective Agreement, the Ontario District Council feels it is necessary to make some adjustments to give Union Ironworker Contractors a better chance to obtain steel erection projects of 500 tons or less.

We propose that any Ironworker Contractor that is bidding steel erection jobs of 500 tons or less, outside of its home local be allowed to take the first four employees/members anywhere in the province. Additional members are to be hired from the Local Union where the job is being done. These additional members may all be requested by name or hired on site.

We also propose that Article 23 – Job Steward will not apply to these projects. Union representation on these jobs will be supplied by the president of the District Council or his designee.

All other terms of the Collective Agreement will apply, providing they are not in conflict with the intent of these changes.

APPENDIX 'D'

IRONWORKERS' STANDARDS OF EXCELLENCE

The purpose of the Ironworkers' Standards of Excellence is to reinforce the pride of every Ironworker and our commitment to be the most skilled, most productive and safest craft in the Building Trades.

As Union Ironworkers, we pledge ourselves to uphold our word, as given through our Collective Bargaining Agreement, and display the professionalism expected of our trade and Union in all aspects of our employment as exemplified by the values engrained in our Standards of Excellence.

It is a commitment to use our training and skills, each and every day, to produce the highest quality work worthy of our name and consistent with the collective bargaining agreement. As an Iron Worker member, I agree to:

- 1. Adhere to my responsibilities under the Collective Bargaining Agreement for start and quit times, as well as lunch and break times.*
- 2. Allow my Representatives to handle any disagreements or breaches by refusing to engage in unlawful job disruptions, slowdowns or any activities that affect our good name.*
- 3. Respect the Customer's and Employer's rights, property and tools as I do my own.*

4. Meet my responsibility to show up every day; outfitted for work and fit for duty without engaging in substance abuse.

5. Cooperate with the Customer and Employer to meet their statutory, regulatory and contractual responsibilities to maintain a safe, healthy and sanitary workplace.

6. Do my best to work in a manner consistent with the quality, productivity and safety of every task that I am assigned.

7. Do my best to help every co-worker return home safe at the conclusion of every shift.

The Ironworkers' Standards of Excellence will increase the pride, the productivity and the craftsmanship of every Ironworker throughout North America. This commitment will improve workplace conditions, increase work opportunities, and help maintain our wages, benefits and standards of living.

In addition, the Standards of Excellence will help our signatory employers complete their projects on time, on budget with no injuries or accidents.

In accordance with Article XXVI of the International Constitution, charges may be preferred against any member for violations of the Ironworkers' Standards of Excellence, including but not limited to the following reasons:

- *Taking a job referral and not reporting to work.*
- *Failing pre-employment qualifications.*
- *Discharged for excessive absenteeism.*

Fines for the first offense shall be no less than \$100.00 or no more than one (1) day's pay including fringe benefits and working assessments. Fines for the second offense shall be no less than one day's pay including fringe benefits and working assessments and no more than one weeks pay at the same. Third offence will result in expulsion.

APPENDIX 'E'

DRUG AND ALCOHOL POLICY

Where the owner/client utilizing the trade craft of Ironworker as outlined in this agreement has a pre-access drug and/or alcohol screening as part of their employment protocol, the Ironworkers referred to work in these areas will comply with said program. It is understood however, that no cost will be borne by either the local union or the individual member for the compliance with this policy.

APPENDIX F:

DE NOVO TREATMENT FACILITY

Each employer working in the territorial jurisdiction of local Unions, 700, 721, 736, 759, 765 and 786 will actively participate in the De Novo Program. The Financial commitment to the trust agreement will be four cents (\$0.04) per hour earned as per the joint De Novo trust agreement to be established by the parties to this agreement. This commitment will be born equally by both Labour and Management and will be reflected in the DE NOVO fund for deduction and remittance to the appropriate parties for each hour earned by employees covered by this agreement to DE NOVO. Said funds are to be used for the benefit of Ironworker Local 700, 721, 736, 759, 765 and 786 members, Association members and their families. It is understood that the foregoing four (4) cents is comprised of two (2) cents of employer contribution and two (2) cents of employee contribution, the employee portion of the contribution to be deducted from wages and remitted as part of the obligations under article 30. Local 765 deductions will be forwarded to the Ottawa Building Trades Member Assistance Program.

MEMORANDUM OF AGREEMENT

BETWEEN:

H.B. WHITE CANADA CORP.

(the "Employer")

- and -

Iron Workers District Council of Ontario on its own behalf
and on behalf of its Locals 700, 721, 736, 759, 765 and 786

(the "Union")

WHEREAS the Employer and the Union both desire to enter into a Collective Agreement with respect to certain employees of the Employer.

AND WHEREAS the Union is entitled to act and the Employer specifically acknowledges the right of the Union to act as exclusive bargaining agent for all ironworkers and ironworker apprentices, reinforcing rod workers and apprentices and construction millwrights and millwright apprentices of the Employer in the Province of Ontario save and except non-working foremen.

THEREFORE, the Employer and the Union agree as follows:

1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all its iron workers and iron worker apprentices and reinforcing rod workers and apprentices in all sectors of the construction industry in the Province of Ontario as well as for maintenance work save and except non-working foremen and persons above the rank of non-working foreman.
2. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all its construction millwrights and millwright apprentices in all sectors of the construction industry as well as for maintenance work in the Province of Ontario excluding the industrial-commercial-institutional sector save and except non-working foremen and persons above the rank of non-working foreman
3. The Employer and the Union hereby agree that except as modified herein they are bound by all the terms, conditions, provisions, appendices and schedules (including both monetary and non-monetary items) of the Collective Agreement between the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers et al. and the Ontario

Erectors Association Incorporated et al. and the Collective Agreement between the Rodmen Employer Bargaining Agency and the Rodmen Employee Bargaining Agency as well as the renewals thereof whether made with or without changes by the parties thereto as if they were original signatories thereto, and the Employer agrees that all work performed, undertaken, sublet to or by the Employer shall be performed in accordance with those Collective Agreements except as modified by Schedule A to this Memorandum of Agreement.

- 3. The Employer acknowledges that it is in possession of a copy of the Collective Agreement referred to in paragraph 3 of this Memorandum of Agreement and is familiar with the terms and conditions contained therein.
- 4. This Memorandum of Agreement shall be binding upon the Employer, its successors, administrators, executors, assignees, substitutes and associated or related entities.
- 5. This Memorandum of Agreement shall become effective on the 11TH day of OCT., 2005.

IN WITNESS WHEREOF each of the parties hereto has caused this Memorandum of Agreement to be signed by its duly authorized representatives this 11TH day of OCT., 2005.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Herman White II
SIGNING OFFICER

[Signature]

PLEASE PRINT NAME HERE:

Herman White II

I HAVE AUTHORITY TO BIND THE EMPLOYER

NAME OF EMPLOYER: H.B. White Canada Corp.

ADDRESS: P.O. Box 249

Clinton, IN USA 47842
CITY PROVINCE POSTAL CODE

TEL: (765) 832-8526 FAX: (765) 832-2075

Schedule A

When the Employer performs ironworker and reinforcing rod work in the electrical power systems sector of the construction industry other than work covered by the collective agreements between the Union and the Electrical Power Systems Construction Association, the terms and conditions of work for all employees covered by this Memorandum of Agreement shall be those described in the Union's two Provincial Agreements except as described below. When the Employer performs the work of construction millwrights and apprentices, the terms and conditions of work for the employees affected shall be those described in the OEA Agreement except as noted below.

Scope

Only members of the Union shall be employed, either directly or indirectly, to perform the following work on wind turbines.

Tower Bases

Ironworkers :offload and install all rebar

:power rig, install and weld on metal forms, in conjunction with members of the Laborers' International Union of North America

:power rig anchor bolt assemblies in conjunction with Laborers' International Union

Tower Erection

Ironworkers :offload, uncrate, assemble and erect to completion the entire tower inclusive of tower sections, turbine house and blades

:perform boom changes when required in conjunction with members of the International Union of Operating Engineers

Hours of Work

On both bases and tower erection the hours of work shall be 8 hours per day between 7:00 a.m. and 5:30 p.m.

Overtime

:For tower bases overtime shall be as per the current Provincial Agreement for Rodmen.

:For tower assembly and erection overtime shall be paid at time and one-half for up to twenty hours per week Monday through Saturday. Time and one-half will commence after 8 hours Monday through Friday and all hours on Saturday. Double time shall be paid for all work performed on Sunday, Statutory holidays and all overtime hours in excess of twenty Monday through Saturday.

The parties agree that if any of the work listed above on "Tower Erection" is performed by persons who are not members of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, either via direct hire or sub contract, any reference to time and one-half will be null and void.

General for Wind Turbines

:60% of the Ironworker crew must be supplied by the Local Union having jurisdiction over the area where the work is performed.

:40% of the crew can be from any other Ontario Local.

:Contractor agrees to hire a full compliment of Apprentice Ironworkers.

:When employees are required to take coffee breaks or lunch away from the normal lunch area, compensation shall be worked out by the company representative and the Local union representative.

Disputes

The Parties agree that despite any provision in the OEA or Rod Collective Agreements, any dispute over the interpretation, administration or application of this Memorandum of Agreement, Schedule or the OEA or Rod Collective Agreements will be resolved by the Parties. Failing which, the matter will be referred to an arbitrator agreed upon by the Parties. The Parties agree to refer unresolved disputes to the following arbitrators: Jules Bloch, Robert Herman and George Surdykowski. The Parties may also agree to have their disputes heard by other arbitrators selected by mutual agreement.

The Parties further agree that should a jurisdictional dispute arise between the Union, the Laborers' Union or the Operating Engineers over work assigned by the Employer in the electrical power systems sector, the dispute shall be referred to private arbitration. The decisions of the arbitrator shall be final and binding on the parties and shall not be referred to nor relied upon by the three unions in any other dispute. The Parties agree to refer

jurisdictional disputes to the following arbitrators: **(Must discuss with the other unions).**
The Parties may also agree to have their disputes heard by other arbitrators selected by mutual agreement.

WELDING TESTS

On hire a welder must possess the satisfactory qualifications and be in possession of either a current Canadian Welding bureau (All Position) Certificate or an equivalent Ministry of Consumer and Commercial Relations (MCCR) Certificate in accordance with Section 9 of the ASME code, as required by his Employer. It shall be at the discretion of the Employer whether a welder will be hired who does not possess the satisfactory qualifications or either one (1) of the above certificates.

TRAVEL AND BOARD ALLOWANCE WIND TURBINE AGREEMENT

Travel and Board Allowance will be as per the current I.C.I. Agreement. Contact the appropriate Local Union for rates.

ONTARIO ERECTORS ASSOCIATION, INCORPORATED

MEMBERSHIP LIST MAY 1, 2013

A N J Industrial Fabricating LTD	Corrunna
A.G. Welding	Brampton
AECON Industrial	Brampton
Alberici Ltd.	Hamilton
Alston Canada	Ottawa
B & W Bingley Steel Works	Cornwall
Bayshore Maintenance Ltd.	Belleville
Black & McDonald Ltd.	Toronto
Bricas Multi-Trade Inc.	Kitchener
Cambridge Rigging Central Ltd.	Ayr
Canadian Erectors Limited	Toronto
CCM Contracting Ltd.	Lively
CMF Group	Tecumseh
Coastal Steel Construction Limited	Thunder Bay
Comstock Canada	Burlington
Cult Ironworks Ltd.	Gormley
DT Welding and Erections Inc.	Alvinston
Darlington Steel	Courtice
Dielco Industrial Contractors Ltd.	London
Domi-Nation Steel (1408639 ON Ltd.)	Fournier
E.S. Fox Limited	Welland
Etobicoke Ironworks Ltd.	Weston
Ferus Industrial Contracting Ltd.	Sudbury
Jacobs Industrial Services Ltd.	Calgary
K C Welding	Angus
Kavaerner North American Const. Ltd.	Burlington
Lakehead Ironworks Inc.	Thunder Bay
Lambton Metal Works Ltd.	Sarnia
Lockerbie and Hole Eastern Inc.	Edmonton
Maple Industries	Chatham
M-C Steel Services Inc.	Bowmainville
Mid West of Canada	Leamington

Misc. Metal Erectors	Dorchester
Modern Railings & Metalcraft Ltd.	Markham
Mometal Structures Inc.	Varenes
Montacier International Inc.	Boisbriand
Montage D'Acier International Inc.	Laval
Niagara Rigging and Erection Co. Ltd.	Niagara on the Lake
N K C of Canada, Inc.	Mississauga
Norak Steel Construction Ltd.	Concord
Northwest Installations Inc.	Thunder Bay
Oldcastle Building Envelope Canada Inc.	Concord
Process Group Inc.	Cambridge
R F Contracting Inc.	Sault Ste. Marie
R.J. Cyr Co. Inc.	Windsor
Roberts On-Site Inc.	Kitchener
Ross Contracting & Engineers	Sarnia
Sutherland Schultz Inc.	Cambridge
TESC Contracting Ltd.	Sudbury
State Group Limited	Etobicoke
Torsteel Co. Ltd.	Bolton
Trade Mark Industrial Inc.	Kitchener
Tri Steel Erectors	Priceville
Venshore Mechanical	Thunder Bay
Victoria Erectors Inc.	Oldcastle
Vixman Construction Ltd.	Rockwood
Walters Inc.	Hamilton

A.D.F. Steel Corp.	Toronto
Acco Systems Division	Warren, Michigan
Aker Kavaerner Songer	Burlington
Alberici Constructors	Burlington
Aldin Industrial Installations Ltd.	Oakville
Allied Conveyors	Pickering
Alumex Installations	Concord
Angus Specialty Trades Inc	Whitby
Antamax Installations	Concord
Daniel John Austin	Hamilton
Jaddco Anderson	Burlington
Assink Bros.	Markham
BFC Industrial	Mississauga
Bass Installations	Mississauga
Blenkhorn and Sayers Limited	St. Catharines
C.T. Installations	St. Catharines
Caledon Steel Erectors Ltd.	Brampton
Campbell-Cox (1991) Limited	Guelph
Carr Steel Construction (1987) Ltd.	Thunder Bay
Cecchetto & Sons Limited	Sudbury
Cem-al Holdings Ltd.	Pickering
Chemfab Mechanical Contractors	Sarnia
Adam Clark Company Ltd.	Burlington
Cleland Metal Products Ltd.	St. Catharines
Commonwealth Construction Co.	Burnaby B.C.
Connie Steel Inc.	Concord
Copper Cliff Mechanical & Steel Fabricating Ltd.	Lively
Art Currie Ltd.	Lambeth
D & A Contractors Limited	Port Perry
Dominion Maintenance	Sarnia
Dundas Iron and Steel Limited	Weston
Engineered Transportation & Rigging Co. Ltd.	Cambridge
Essex Machine Installation Co.	Windsor
F & W Steel Fabricators	Mississauga
Fab-Rec Steel Ltd.	Sarnia
Flint Industrial Contractors Inc.	Wallaceburg
G.S. Associates	Scarborough

General Electric Canada Inc.	Peterborough
Gander Building Specialties Inc.	London
General Erectors & Mechanical Co. Ltd.	Welland
Robert Globe Electrical and Mechanical Ltd.	Beamsville
Great Lakes Fabricating	Sarnia
Grightmire Steel Construction Ltd.	Hamilton
Habit Steel Construction Ltd.	Brampton
Hodgson Steel Inc.	Niagara Falls
Wall Beresford Holdings Limited o/a Industrial Machinery Movers InKan Limited	Mississauga Brampton
Internorth Construction Co. Ltd.	Mississauga
Internorth Construction Co. Ltd.	Mississauga
Iona Erectors Limited	Windsor
Tom Jones Construction Inc.	Thunder Bay
K.E.W. Steel Fabricators Ltd.	Beamsville
Kawneer Installations Ltd.	Scarborough
John Kenyon Limited	Hamilton
Kvaerner Shaefer-Townsend Ltd.	Hamilton
L and L Haulage and Equipment Ltd.	Hamilton
L P D Welding Services Limited	Woodbridge
Robert Laframboise Mechanical	Cornwall
Lakehead Roofing and Sheet Metal	Thunder Bay
Levert and Assoc. Contracting Inc.	Sudbury
Loaring Construction, division of Loaring Group Ltd.	Windsor
Mainway Industrial Installations	Stoney Creek
Mathews Conveyor Company of Canada Ltd.	Port Hope
McKay-Cocker Construction Limited	London
Moir Crane Service & Machinery Movers Ltd.	Oldcastle
Mometal Seaway Inc.	Concord
Narco Canada Inc.	Burlington
Nickel City Steel	Sudbury
Noront Steel (1981) Limited	Copper Cliff
Northern Steel Erectors Sudbury Ltd.	Sudbury
Northwestern Structural Steel Ltd.	Thunder Bay

O'Brien Installations Limited	Stoney Creek
Peel Steel (Northern) Limited	Brampton
Jack Preston Steel Services Limited	Kingston
Process Industrial Company Inc.	Ayr
R & F Metal Fabricators Ltd.	Weston
Rassaun Steel & Mfg. Co. Ltd.	Simcoe
Wm. Roberts Electrical and Mechanical Inc.	Kitchener
C.M. Robertson Enterprises Ltd.	Oakville
R.J.S. Mechanical Inc.	Whitby
Rossaun Steel and Manufacturing Co. Ltd.	Simcoe
Roxson Contractors (1991) Limited	Concord
Seneca Structural Installations	Beamsville
Sherwood Windows Limited	Rexdale
Shewfelt & Dezainde Construction Ltd	Nanticoke
J.D. Sinclair Steel Construction Ltd.	Brantford
Sky-Hook Construction	Oakville
Spantec Constructors Ltd.	Mississauga
Spark Steel Erectors Ltd.	Bolton
Ste-Alco Inc.	Mississauga
Stone & Webster Canada Limited	Toronto
Structure C.Q.S. Inc.	Trois Rivieres, PQ
Supermetal-Mojan Inc.	St. Romauld, PQ
Sutherland-Schultz Limited	Kitchener
The On-Site Group Inc.	Kitchener
418058 Ontario Limited o\ a	
T.J. Steel Erection	Woodbridge
Tal Metal Erector Ltd.	Maple
Thunderbay Harbour Improvements Ltd.	Thunder Bay
Treblex Limited	Mississauga
Vic West Construction & Engineering	Oakville
Victoria Steel Corporation	Oldcastle
Jervis B. Webb Company of Canada Ltd.	
Wheelwright Construction Inc.	Hamilton
A.J. Wing & Sons Construction Ltd.	Weston
	Thunder Bay

COLLECTIVE AGREEMENT

BETWEEN

OVERHEAD DOOR AND DOCK COMPANIES

AND

INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING
IRONWORKERS LOCALS 721 and 736

OCTOBER 1, 2004 TO SEPTEMBER 30, 2007

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PREAMBLE:

This Collective Agreement known as the Overhead Door Agreement (the "Agreement"), is made and entered into by and among Owners and/or Contractors engaged in field erection, field installation, field servicing, repair and maintenance and general labour relating to wood, metal and/or plastic overhead and related doors (hereinafter referred to as the "Employer") and Local Union(s) or District Council(s) affiliated with the International Association of Bridge, Structural, Ornament and Reinforcing Ironworkers (hereinafter referred to as the "Union") for the purpose of establishing harmonious labour relations.

PURPOSE:

1. This Agreement is made and approved pursuant to Articles 1.5 and 11.3 of the Collective Agreement between the Ontario Erectors Association Incorporated and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario and applies to the performance of the following work by employers in residential, industrial, commercial, institutional and heavy engineering premises in Board Area 8:

Field erection, field installation, field servicing,
repair and maintenance and general labour
relating to wood, metal and/or plastic doors
as set out more specifically in Article 1.03
Jurisdiction.

2. The purpose of this Agreement is to provide orderly Collective Bargaining Relations between the Employer and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Employer's business. Both parties agree to cooperate together to achieve these goals of mutual interest.

ARTICLE 1 - RECOGNITION AND SCOPE OF THE AGREEMENT

- 1.1 **RECOGNITION** The Employer recognizes the Union as the exclusive bargaining agent for all employees of Companies signatory to this Agreement engaged in the installation, repairing, servicing and maintaining of doors save and except non-working foreman persons above the rank of non-working foreman, office, sales shop, plant employees and warehouse employees.
- 1.2 **DEFINITION** It is understood that the business of the Employer includes installation, repair and maintenance of wood, metal and\or plastic doors (and any doors made of materials other than wood, metal and plastic) in residential, industrial, commercial, institutional and heavy engineering premises.
- 1.3 **JURISDICTION** Employees engaged in the work referred to in Articles 1.01 and 1.02 will be known as Industrial Door Mechanics and as such will have jurisdiction over the FIELD erection, FIELD installations, FIELD servicing and general labour relating to overhead doors, sliding and folding doors, flexible traffic doors, rolling doors, shutters and grilles, blade doors, HANGER DOORS, FABRIC DOORS, REFRIGERATION DOORS, SOUND DOORS, BLAST DOORS, R.F. SHIELDING AND NUCLEAR DOORS, PRESSURE LIGHT PROOF, FUME TIGHT DOORS, sliding and folding partitions, fire door, dock bumpers, dock ramps, dock covers, dock levelers, dock seals, dock shelters, door barriers, door and gate operators and shall have in addition jurisdiction over the unloading, hoisting, dismantling, erection, assembling, lining, adjusting, burning, welding, rigging and maintenance of the aforesaid items.
- 1.4 A door mechanic who is working on the installation or service of tail fin doors, hanger door and cable and weight doors that is both greater than 30 feet in height and the employee is working more that 30 feet above ground or floor level shall be paid an additional \$8.00 per hour over his stipulated wage rate.

ARTICLE 2-UNION SECURITY

- 2.1 **PROBATION PERIOD** Each of the employees to whom this Agreement is applicable shall, as a condition of employment, be or become a non-craft member of the Local Union in whose geographic territory the employee is based and shall, for the duration of the Agreement, remain a member of the Local Union in good standing as provided herein.
- 2.2 **MEMBERSHIP** Employees who are members of the Local Union in good standing shall be qualified to do work covered by this Agreement. When notified in writing by the Local Union that an employee is not in compliance with sub-section 2.1 above, the Employer shall discharge such employee unless or until he complies with the provisions of 2.1, provided that the Employer shall not be obliged to take any action in this regard in violation of the Labour Relations Act. The Employer shall notify the Steward of the name and address of each new employee on the date such employee is hired or rehired.
- 2.3 **NO UNION BUSINESS** except as permitted by the provisions of this Agreement, or unless specifically authorized by the Employer, it is agreed there shall be no solicitation of membership, collection of union dues or meetings of the Union on the premises of the employer, during standard working hours and/or on company time.
- 2.4 The Employer will continue its present practice of hiring employees from such sources as it sees fit and shall supply the Union with the name and address of such new employee immediately after such employee is hired or rehired. Such new employees must become members of the Local Union as provided for in Article 2.01.

2.5 NO CONTRACTING OUT

- (a) The Employer agrees not to subcontract or sublet any work covered by this Agreement to any person, firm or corporation which is not bound to this Collective Agreement or the Collective Agreement between the Ontario Erectors Association Incorporated and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario.
- (b) Further, no current paid up card carrying member of the Local Union shall enter into any subcontract or Agreement or perform any work that is covered by this Collective Agreement for any person, company, firm, corporation or partnership that is not signatory to this Collective Agreement or the Collective Agreement between the Ontario Erectors Association Incorporated and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario.

ARTICLE 3 – HOURS OF WORK

- 3.1 **NO GUARANTEE** The following is intended to define the normal hours of work for full time employees but shall not be interpreted as a guarantee of hours per day or per week or days of work per week.
- 3.2 **REGULAR DAY & WEEK** The regular workday shall consist of eight (8) consecutive hours, exclusive of time off for lunch, with pay for eight (8). At the option of the Employer an additional hour may be added to the regular workday Monday through Thursday inclusively. The regular workweek shall be Monday through Friday.
- 3.3 Each company signatory of this Agreement will continue its present practice in regard to starting time. Any change in the starting time will be allowed only after conferring with the Union Representative.

ARTICLE 4 – OVERTIME

- 4.1 The Union recognizes that the employer is engaged in the sales and services business and that service is offered to customers twenty-four hours per day and seven days per week, thereby making overtime necessary from time to time; therefore the Employer may require employees to perform work in excess of their regularly assigned hours.
- 4.2 (a) Overtime rates shall be based on all hours worked over 9 hours Monday through Thursday and all hours worked over 8 hours Friday, in accordance with 3.2
- (b) All hours worked on Saturdays shall be paid at time and one half.
- (c) All hours worked on Sunday shall be paid at double time.
- (d) All hours worked after 12:00 a.m. on any regular working day shall be paid at double time.
- (e) All hours worked from Monday through Thursday over nine (9) hours per day and all hours Friday over eight (8) hours per day until 12:00 a.m. shall be paid at time and one half. Premium rates for holidays shall be as set out in Article 6.
- 4.3 Overtime work will be assigned as impartially as possible amongst employees subject to their ability to perform the work required.

ARTICLE 5- COVERALLS

- 5.1 The employees are required to wear coveralls, or other such uniforms, should the Employer decide to supply them.

ARTICLE 6 – HOLIDAYS

- 6.1 Employees who have completed their probationary period receive the following holidays with pay: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, plus additional statutory holidays that may be declared by official government decree.
- 6.2 **AFTER PROBATION** if retained after completion of the probationary period, the employee shall be paid for any and all paid holidays for which he has not been paid which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.
- 6.3 **WITH PAY** Subject to Section 6.4, 6.5 and 6.6, the Employer shall give to an employee a holiday and pay to the employee his regular wages for each of the above holidays.
- 6.4 **WORKING DAYS** Where a holiday falls upon a working day for any employee, the Employer may with the agreement of the employee or the Union substitute another working day for the holiday, which day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the holiday.
- 6.5 **NON-WORK DAY OR VACATION** Where a holiday falls on a non-working day for an employee or in his vacation the Employer shall:
- (a) with the agreement of the employee or the Union pay the employee his regular wages for the holiday.
- OR**
- (b) designate a working day that is not later than the next annual vacation of the employee, and the day so designated shall be deemed to be the holiday.

6.6 **QUALIFICATION** an employee does not qualify for holiday with pay who:

(a) has not completed his probationary period;

OR

(b) fails to work his scheduled regular week of work preceding or his scheduled regular week of work following a holiday or is on leave of absence;

OR

(c) has agreed to work on a holiday and who, without reasonable cause, fails to report for and perform the work.

6.7 **RATE OF PAY** Where an employee works on a holiday, the Employer shall pay to the employee for each hour worked a premium rate of not less than one and one half times his regular rate and where the employee is entitled to the holiday with pay, his regular wages in addition thereto.

ARTICLE 7 – PROBATIONARY EMPLOYEES

7.1 **REDUCED RIGHTS** During the first sixty (60) days worked by a new employee including those re-hired after severing their employment relations with the Employer, the employee shall be recognized as being a probationary employee and may, during such probationary period, be laid off or discharged as exclusively determined by the Employer and, in such event, there shall not be any grievance processed with respect to which layoff or discharge.

ARTICLE 8 – PAY DAY

8.1 Employees shall be paid on a designated payday once each week in cash or by cheques in respect of the designated work week immediately preceding. When an employee is laid off or discharged, he shall be paid all outstanding monies owing in cash or by cheques pursuant to the Employment Standards Act.

ARTICLE 9 – LAY OFF

- 9.1 **LAY OFF** Employees shall be laid off according to their seniority in their classification subject to their ability to perform the work required.
- 9.2 **NOTICE** Employees who are being laid off permanently or for an indefinite period of time over twenty (20) working days shall be given five (5) working days notice or at the option of the Employer, five (5) days pay at the regular straight time rates (8 hours per day).
- 9.3 **SENIORITY DEFINITION** Seniority shall be based on the employee's length of employment with the current Employer.

**ARTICLE 10 – REPORTING TIME ALLOWANCE,
BEREAVEMENT LEAVE**

- 10.1 When an employee employed on a job or project reports as usual for work, but is unable to commence work because of circumstances beyond his control, he shall be given two (2) hours pay for reporting on the job. Reporting time allowance payable for Saturdays, Sundays, Holidays, or Overtime Hours shall be payable at the overtime rate.
- 10.2 **FOR SHOP ALSO** the above Article 10.01 in its entirety will also apply to employees who are ordered to report to the Employers premises.
- 10.3 **PRIOR NOTICE** The reporting allowance as outlined herein shall not apply whenever an employee has received notice not to report for work by 5:00 p.m. the previous day.
- 10.4 **CALLS** an employee who is called out for service work after normal working hours shall be paid for minimum of three (3) hours at the applicable overtime rate as set out in Article 4, on days on which there are no call outs, one (1) hour at straight time shall be paid to each man on call.

- 10.5 **BEREAVEMENT LEAVE** Employees will receive three (3) days leave absence with two (2) days paid for the purpose of arranging and attending at the funeral of a member of the employees immediate family. Immediate family includes father, mother, wife or child (children).

ARTICLE 11 – VACATIONS

- 11.1 **ONE YEAR** Upon completion of one (1) year of employment, the Employer shall give to the employee a vacation of two (2) weeks with pay.

- 11.2 **SCHEDULE OF YEARS TO WEEKS VACATION DUE**
Upon completion of the years of employment referred to below the Employer shall give to the employee a vacation with pay as follows:

After 1 year service	a vacation of two (2) weeks with pay at regular rates
After 4 years service	a vacation of three (3) weeks with pay at regular rates
After 8 years service	a vacation of three (3) weeks with pay at regular rates
After 14 years service	a vacation of four (4) weeks with pay at regular rates

For the purpose of this Article, the word “wages” shall be deemed to mean wages as defined in the Employment Standards Act, 2001, as amended.

- 11.3 **SCHEDULING** of vacations shall be at the sole discretion of the Employer. The vacation of any employee shall be scheduled between the 1st day of July and the 31st day of August in each vacation ear or at such other times as the employee or Employer agrees upon.

11.4 **POSTING AND PAYMENT**

- (a) Vacation schedules shall be posted by April 30th in each year and shall not be adjusted except by mutual agreement of the employee and the Employer.

- (b) Vacation pay is to be paid on the first pay in June or as may be mutually agreed to between the Employer and the employee. Vacation pay shall be paid by separate cheques.

ARTICLE 12 – TRAINED INDUSTRIAL DOOR MECHANICS

- 12.1 **TIME** the experience and period of time required to qualify as a trained industrial door mechanic is forty-eight (48) months worked in commercial and industrial doors installation and servicing.
- 12.2 **CREDIT** the Employer will credit employees for service as Industrial Door Mechanics or trainees with Employers who are signatory to the Collective Agreement or the Collective Agreement between the Ontario Erectors Association Incorporated and International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario or who are subsequently signatory to either agreement.
- 12.3 **JOINT COMMITTEE** A Committee shall be formed of Union and Management which shall meet at least quarterly for the specific purposes of guiding and assessing the progress made in stabilizing the industry and the accomplishments towards uniform Provincial Agreement with companies and erectors of products and equipment encompassed in Article 1.3 of the Collective Agreement.
- 12.4 **APPRENTICES AND TRAINING** a committee shall be set up which shall include Management and Union for the specific purpose of setting out guidelines and a format to train apprentices and upgrade mechanics in the skills required in the industry. This committee shall meet at least bi-annually and shall be subject to the review of the entire management group as to its accomplishments. This committee shall work with and include the facilities of educational institutions which have specific specialization to contribute.

ARTICLE 13 – RATES OF PAY

- 13.1 **WAGES** The wages for Industrial Door Mechanics shall be as set out in Appendix A attached.
- 13.2 **CWB** Any employee holding a current C.W.B. (all position) card will receive \$1.10 hour over his stipulated wage rate.

The company will only be required to pay this premium to one (1) employee per vehicle.

- 13.3 **SPECIAL HELPER RATE** There shall be a special helper rate. Please see Appendix “A” after 4 years of service. This special rate shall not apply to any present employees, who shall be paid in accordance with the rates set out in Appendix A and Article 13.2 above. Present employees will have seniority over other employees. Progression through the special helper rate will be on the same basis as provided in 13.2 above.

ARTICLE 14 – SAFETY PROVISIONS

- 14.1 **HEALTH/SAFETY COMMITTEE** the parties recognize the importance of safety provisions for the welfare of the employees and the protection of the Employers property. The Employer agrees to make reasonable provisions for the safety and health of its employees during the hours of their employment. There shall be a permanent Safety Committee consisting of one Employer Representative and one Union Representative. This committee shall investigate, discuss and submit recommendations calculated to relieve any unsafe or unhealthy condition that may exist. These recommendations are to be submitted to the Employer and it agrees to make reasonable efforts to improve any safety defect or unhealthy condition which the committee may call to the Employers attention.

14.2 LAW & TRAINING

- (a) Employees and the Employer and its management shall familiarize themselves with the Occupational Health and Safety Act, as amended and the construction industry regulations under the Occupational Health and Safety Act. All employees shall work according to the provisions of this statute and its regulations, plus any additional individual company safety programs which are in effect or that may be instituted during the term of this Agreement.
- (b) Union and Management will set up a committee for the purpose of establishing guidelines for a training program particularly applicable to the Industry and its working conditions. This committee shall work with such other agencies as can contribute to its success.

14.3 REPLACEMENT OF TOOLS The Employer agrees to replace all hand tools broken on the job. Broken tools must be presented for reimbursement.

14.4 FOOTWEAR the Employer agrees to pay to the employee \$150.00 per year towards the purchase of C.S.A. approved safety footwear, upon presentation of a receipt.

ARTICLE 15 – SHOP STEWARD

15.1 APPOINTED there shall be one (1) Steward appointed by the Local Union Business Agent for each Company. The Union shall notify the Employer, in writing, as to the identity of the steward, and if the Employer disapproves of the said steward, the Employer shall notify the Union in writing stating the reasons for such disapproval. If the reason or reasons are acceptable to the Union, a new steward will be appointed by the Union immediately. If not acceptable, the Union and the Employer will meet to discuss the reasons of disapproval and, if necessary, the grievance procedure will be followed. In the event of a lay off, the steward shall be retained provided the said steward is willing and immediately able to perform the work.

ARTICLE 16 DISCRIMINATION

- 16.1 **NO DISCRIMINATION** The Employer will not discriminate against, inflict restraint on or coerce employees because of membership or activity in the Union, and no employee shall conduct Union activity during working hours other than for the purposes of and as necessary for the administration of this Agreement.
- 16.2 The Employer will not discriminate against any employee because of age, race, colour, sex or national origin.

ARTICLE 17 GREIVANCE & ARBITRATION

- 17.1 **EARNEST EFFORT** There shall be an earnest effort on the part of both parties to this Agreement, to settle promptly through the procedures set out herein, any complaints, grievances or disputes arising from the interpretation application or administration of this agreement.
- 17.2 **IN WRITING** all grievances to be dealt with under STEP 2 below, shall be in writing and signed by the Union or the employee having such grievance.
- 17.3 **VALIDITY** Written grievances, to be valid, shall set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the nature of the remedy sought, and shall not be subjected to change at later steps except by mutual Agreement with the Employer, or in the case of remedy, by the Arbitration Board.
- 17.4 **TIME LIMITS** any time limits referred to in this Article may be extended by Agreement in writing.
- 17.5 **ABANDON** if the provisions of this Article 17 hereof are not taken within the time limits specified therein or as extended in writing as set out above, the grievance may be deemed to have been abandoned and may not be re-opened.
- 17.6 **STEPS** Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 – It is understood and agreed that the Union or the employee does not have a grievance until the complaint has been discussed (where possible), with the foreman or superintendent and he is given the opportunity of dealing with the complaint. This shall be done within 14 calendar days of the date the incident occurred. The employee may have his steward or Business Representative present if he so desires when presenting his complaint.

STEP 2 – If the grievance is not settled within fourteen (14) calendar days after STEP 1 has been taken, it shall be reduced to writing and shall be dealt with by Management of the Employer and of the Union, or their delegated Representative. If within seven (7) calendar days of the meeting between Management of the Employer and the Union, the grievance has not been resolved; either party may submit the matter to arbitration.

17.7 The Employer of the Union may submit a written grievance at STEP 2.

17.8 **BINDING** any settlement agreed upon by both parties shall be binding upon the Employer, the Union and the employee or employees concerned.

17.9 **TIME LIMIT FOR REFERRAL TO ARBITRATION** Any grievance, including any question as to whether a matter is arbitral submitted to Arbitration shall be so submitted with fourteen (14) calendar days after the completion of STEP 2.

17.10 **ARBITRATION BOARD**

- (a) The Board of Arbitration will be composed of one (1) person appointed by the Union, one (1) person appointed by the employer and a third person to act as chairperson chosen by the two members of the Board
- (b) Each party shall notify the other of the name of its appointee within seven (7) days of the submission to arbitration.

- (c) Should the parties' nominees fail to agree on a third person to act as chairperson within fourteen (14) calendar days of the notification mentioned in Article 17.10 (b) either party may request that the Minister of Labour for the Province of Ontario appoint a chairman.
- (d) The decision of the Board of Arbitration or a majority of such Board, constituted in the above manner, shall be binding on the employee, the Union and the Employer.
- (e) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (f) Each of the parties to this Agreement will bear the expense of the nominee appointed by it and the parties will jointly bear the expense, if any of the chairperson.

ARTICLE 18 – MANAGEMENT RIGHTS

18.1 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, demote, promote or discipline employees, provided that a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as subject herein provided;
- (c) generally manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing to determine the locations of work places, the materials, methods, machines and tools to be used in the execution of the work and the working schedules, subject to the terms of this Agreement.

ARTICLE 19 – NO STRIKE OR LOCK OUT

- 19.1 No employee bound by this Agreement shall strike and no Employer bound by this Agreement shall lock out his employees during the term of this Agreement.

ARTICLE 20 – BENEFITS AND PENSION

- 20.1 **WELFARE BENEFITS** Existing Welfare Packages of signatory companies shall remain in force for the term of this Agreement. Life Insurance for each employee shall be increase to \$40,000.00 effective immediately
- 20.2 **PENSION PLAN CONTRIBUTIONS** Effective January 1, 2002, the Employer will pay to the Ironworkers Ontario Pension Fund, as established by a Trust document dated June 9, 1966 and as subsequently amended, the following amounts for each hour earned by the employee working under this Agreement:

April 1, 2005	\$ 1.25
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April 1, 2007	\$ 1.50
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NOTE: changes to these amounts during the term of the Agreement may be made by the Agreement of the parties. Time and a half and double the amounts specified in 20.2 will be paid for all overtime hours in accordance with Article 4.2.

ARTICLE 21 – DURATION AND TERMINATION OF AGREEMENT

This Agreement shall become effective October 1, 2004 and shall remain in full force and effect until September 30, 2007 and from year to year thereafter unless written notice to change or modify the Agreement is filed by either party not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of any such period. In the event that such written notice is given, negotiations will commence within ten (10) days after the receipt of such notice.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized Representatives.

DATED THIS 27th DAY OF May 2005

SIGNED ON BEHALF OF: SIGNED ON BEHALF OF:

<u>Edmar Jesus Santos</u>	INTERNATIONAL ASSOCIATION
<u>Richard S. Love</u>	OF BRIDGE, STRUCTURAL AND
<u>James H. Smith</u>	ORNAMENTAL IRON WORKERS
<u>Richard S. Love</u>	LOCAL UNION 721
<u>Richard Wilson Door Systems</u>	<u>Alan J. [Signature]</u>
<u>[Signature]</u>	<u>Frank M. [Signature]</u>
<u>SUPERIOR DOOR</u>	<u>SUPERIOR DOOR & GATE SYSTEMS</u>
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>Accurate Overhead</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX "A"

	Oct. 1, 2004	April 1, 2005	Oct. 1, 2005	Oct. 1, 2006	April 1, 2007
WAGES	\$ 21.80	\$ 21.80	\$ 22.30	\$ 22.80	22.8
VAC. PAY	between 4% - 10%	between 4% - 10%	between 4% - 10%	between 4% - 10%	between 4% - 10%
WELFARE	existing package	existing package	existing package	existing package	existing package
PENSION	\$ 0.75	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.50
FIELD DUES	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40
TOTAL PACKAGE	\$ 22.95	\$ 23.45	\$ 23.95	\$ 24.45	\$ 24.70
Add on for CWB Ticket	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10

Vacation Pay

After 1 year of service	4%
After 2 years of service	6%
After 8 years of service	8%
After 10 years of service	10%

Special Helpers Rate

	Oct. 1, 2004	Oct. 1, 2005	Oct. 1, 2006
First 3 months	\$ 12.00	\$ 12.30	\$ 12.60
After 3 months	\$ 12.75	\$ 13.05	\$ 13.40
After 1 year	\$ 13.25	\$ 13.60	\$ 13.95
After 2 years	\$ 14.50	\$ 14.90	\$ 15.30
After 3 years	\$ 15.75	\$ 16.20	\$ 16.65
After 4 years	\$ 17.00	\$ 17.50	\$ 18.00

A helper who is temporarily transferred to the classification of Industrial Door Mechanic, for a period in excess of one (1) day, but not to exceed two (2) weeks, shall be paid a premium, of \$2.00 per hour for the time the employee is performing such work.

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