

# COLLECTIVE AGREEMENT



## **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, 2019 to April 30, 2022



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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 WHEREAS 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 ensure 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 all employees covered by the CBA shall be contributing members of the Union and Ironworker Apprentices of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers as it pertains to article 10 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.

- (b) When an Employer requires additional manpower, it shall have the right to recall any employee by name who worked for the Employer within the previous ninety (90) calendar days and who has not worked for any other Employer since his most recent layoff.
- (c) For each new project in an Employer's home local, it shall have the right to request up to five (5) employees by name in writing, who shall be issued a referral slip by the Local Union. The number of employees who may be requested by name by an Employer shall be equal to the difference between the number of employees the Employer transfers to the new project and five (5).
- (d) Names on the out of work list will be made available by the Local Union when requested by the employer. 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.
- (e) 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.
- 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. Provided an Employer is in good standing with the Ontario Ironworkers Pension and Benefit Fund, it shall be entitled to transfer the first five (5) employees (which includes General Foreman and Foreman) to a project anywhere in the Province of Ontario. Any employees hired after the first five (5) employees will be hired from the Local Union until such time as the number of Union members transferred does not exceed forty percent (40%) of the total crew on the job. Thereafter, 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 forty-eight (48) 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 50<sup>th</sup> 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 50<sup>th</sup> 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 eight hours worked Monday to Friday. Any hours worked beyond 8 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 of 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 (1<sup>st</sup> 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 text message, 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 Where an employee is laid off after having been employed for a period of seven (7) or fewer calendar days, an Employer shall provide payment of wages (via direct deposit or cheque) and all final documentation to the applicable Union Hall or home of an employee. Direct deposit of wages shall be processed within two (2) business days of the layoff. Any cheque and final

documentation shall be mailed via Priority Mail to the Union Hall or home of the employee within two (2) business days of the layoff.

Where an employee is laid off after having been employed for a period of more than seven (7) calendar days, an Employer shall provide payment of wages (via direct deposit or cheque) and all final documentation to the home of an employee who is laid off by the next regular pay day.

An Employer shall provide a Record of Employment Certificate (electronic or hard copy) in accordance with the applicable legislative requirements.

If the Employer has not mailed (Priority Mail) the required wages and forms stipulated above, a grievance must be initiated within nine (9) working days, otherwise the Employer will not be required to pay waiting time beyond three (3) days.

6.3 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 Priority Mail.

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.



- 6.4 When an employee is discharged, he shall receive his Wages, Record of Employment Certificate in accordance with the terms of Article 6.2 above.
- 6.5 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.
- 6.6 (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.
- 6.7 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 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, 2019 the Employer will pay, in all Local Unions, Four dollars and eight cents (\$4.08) 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, 2019, 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 fifty-eight cents (\$7.58).

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 15<sup>th</sup> 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) hour 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.
- 11.4 Time lost due to inclement weather may be made up by working up to two (2) hours per day (beyond the regular work hours) at time and one half rates, up to maximum of five (5) hours on Saturday at time and one half rates. Such make-up time shall not be accumulated or compounded and shall not exceed forty (40) hours worked. This applies to structural steel erection only, in the ICI sector and is inclusive of decking and stud installation. The Make Up time hours will be on a Voluntary basis. This Article is subject to the provisions of Article 11.3.

It being understood and agreed that where mutual agreement for change cannot 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, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Wages	42.96**		
Vacation & Holiday Pay	4.29		
Benefits	4.08		
Pension	7.58		
Trade Improvement	0.22		
<b>TOTAL</b>	<b><u>\$59.13</u></b>	<b><u>\$60.43</u></b>	<b><u>\$61.73</u></b>
** Includes District Council Fund		\$ 1.18	
** Includes Field Dues Assessment		\$ 1.92	
O.E.A. Industry Fund		\$ 0.17	

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### LOCAL 721 - Toronto

Journeyman Ironworker, Rigger, Welder and Fence Erector\*

	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Wages	43.18**		
Vacation & Holiday Pay	4.32		
Benefits	4.08		
Pension	7.58		
Trade Improvement	0.11		
<b>TOTAL</b>	<b><u>\$59.27</u></b>	<b><u>\$60.57</u></b>	<b><u>\$61.87</u></b>
** Includes District Council Fund		\$ 1.19	
** Includes Field Dues Assessment		\$ 2.06	
O.E.A. Industry Fund		\$ 0.17	

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LOCAL 736 - Hamilton

Journeyman Ironworker, Rigger, Welder and Fence Erector\*

	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Wages	42.96**		
Vacation & Holiday Pay	4.29		
Benefits	4.08		
Pension	7.58		
Trade Improvement	0.22		
TOTAL	<u>\$59.13</u>	<u>\$60.43</u>	<u>\$61.73</u>

\*\* Includes District Council Fund \$ 1.18

\*\* Includes Field Dues Assessment \$ 2.23

O.E.A. Industry Fund \$ 0.17

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LOCAL 759 – Thunder Bay

Journeyman Ironworker, Rigger, Welder and Fence Erector\*

	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Wages	42.42**		
Vacation & Holiday Pay	4.24		
Benefits	4.08		
Pension	7.58		
Trade Improvement	0.22		
TOTAL	<u>\$58.54</u>	<u>\$59.84</u>	<u>\$61.14</u>

\*\* Includes District Council Fund \$ 1.18

\*\* Includes Field Dues Assessment \$ 2.05

O.E.A. Industry Fund \$ 0.17

LOCAL 765 - Ottawa

Journeyman Ironworker, Rigger, Welder and Fence Erector\*

	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Wages	42.96 **		
Vacation & Holiday Pay	4.29		
Benefits	4.08		
Pension	7.58		
Trade Improvement	0.22		
TOTAL	\$59.13	\$60.43	\$61.73
** Includes District Council Fund		\$ 1.18	
** Includes Field Dues Assessment		\$ 2.51	
O.E.A. – Industry Fund		\$ 0.17	

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LOCAL 786 - Sudbury

Journeyman Ironworker, Rigger, Welder and Fence Erector\*

	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Wages	42.96 **		
Vacation & Holiday Pay	4.29		
Benefits	4.08		
Pension	7.58		
Trade Improvement	.22		
TOTAL	<u>\$59.13</u>	<u>\$60.43</u>	<u>\$61.73</u>
** Includes District Council Fund		\$ 1.18	
** Includes Field Dues Assessment		\$ 1.90	
O.E.A. – Industry Fund		\$ 0.17	

If May 1<sup>st</sup> falls on a Sunday, Monday, Tuesday or Wednesday, package increase shall come into effect on the Sunday on or before May 1.

If May 1<sup>st</sup> falls on a Thursday, Friday or Saturday, package increases shall come into effect on the first Sunday immediately following May 1.

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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 30.1) and the District Council Fund (Article 30.3) are to be deducted from Wage Rate shown in 12.1 and forwarded as required in Article 30.1 and 30.3.

Industry Fund Contributions shall be as specified in Article 30.2.

## 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:

- 1<sup>st</sup> 1000 hours – 60% of the Journeyman Ironworker’s rate.
- 2<sup>nd</sup> 1000 hours – 70% of the Journeyman Ironworker’s rate.
- 3<sup>rd</sup> 1000 hours – 75% of the Journeyman Ironworker’s rate.
- 4<sup>th</sup> 1000 hours – 80% of the Journeyman Ironworker’s rate.
- 5<sup>th</sup> 1000 hours – 85% of the Journeyman Ironworker’s rate.
- 6<sup>th</sup> 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 one thousand dollars (\$1000.00) 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 JOISTS – 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.
- 20.7 IEC TRAINING IN SARNIA/LAMBTON  
In the County of Lambton, specifically in the Chemical Valley where Valley Specific Training is mandatory from the IEC (**BSO**) prior to being allowed on any site, and a member attends the pre-requisite Training on his or her own time, and that member pays for the Training out his or her own pocket, that member will be reimbursed for the cost of any pre-requisite Training

course that is required to get on site by the next Employer to whom he or she is dispatched. The member must present to the Union, the **original** receipt from the IEC, and the Union will provide that receipt to the Employer when members are dispatched. The cost of the Training course will be paid on the employees' first pay cheque. The Union recognizes there are times where manpower is required at the last minute, and this will allow quick dispatch for already trained workers. Note: members will not be passed by on the out-of-work list due to the fact that they do not have Valley Training.

## **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 layoffs, 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(a) 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.
- (b) The following provisions shall apply in the County of Lambton.
- i.) The employer may establish either an eight (8) or ten (10) hour workday in the County of Lambton.
- ii.) When working eight (8) hours shifts the employer may schedule two thirty (30) minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule the two thirty (30) minute breaks (in lieu of regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first four hours of the shift and a thirty (30) minute paid break in the second four hours of the shift.
- iii.) When working ten (10) hour shifts the employer may schedule:
- 1) A thirty (30) minute unpaid lunch period and either three (3) paid ten (10) minute rest periods or two (2) paid fifteen (15) minute rest periods; or
  - 2) Two thirty (30) minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule two thirty (30) minute breaks (in lieu of the regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first five hours of

the shift and a thirty (30) minute paid break in the second five hours of the shift.

- 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  
IMPROVEMENT PLAN**

29.1 In Local 700, 736, 759, 765, and 786 each Employer will contribute twenty two cents (\$0.22) per hour for each hour earned by Employees covered by this Agreement to the Ironworkers Trade Improvement Plan Trust.

(a) Local 721 – eleven cents (\$0.11).

29.2 Contributions including NIL reports shall be postmarked by the 15<sup>th</sup> 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 is 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, 2019 the employer will deduct for:

Local 700	\$ 1.92
Local 721	\$ 2.06
Local 736	\$ 2.23
Local 759	\$ 2.05
Local 765	\$ 2.51
Local 786	\$ 1.90

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 15<sup>th</sup> 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 all Locals, 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, seventeen (0.17) 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 15<sup>th</sup> 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

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 15<sup>th</sup> 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 five eighths (5/8) 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 15<sup>th</sup> 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 cheque 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 cheque 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, 2019 and will remain in full force and effect until April 30, 2022, 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.





MEMORANDUM OF AGREEMENT

BETWEEN:

Ontario Erectors Association, Incorporated

Hereinafter referred to as the "OEA"

and

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers and  
Ironworkers District Council of Ontario

Hereinafter referred to as the "Union"

collectively referred to as the "Parties"

1. Subject only to para. 5, the parties herein agree in the terms of this memorandum on certifying full settlement of all matters in dispute.
2. The parties herein agree that the term of the collective agreement shall be from May 1, 2019 to April 30, 2022.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement, which expired on April 30, 2019, and the following amendments agreed to by the parties, reflected in the document attached.
4. The parties agree no provision in the collective agreement shall be applied retroactively.
5. The parties agree that the terms of this memorandum are subject to ratification by employees in the bargaining unit and the Union agrees that it shall hold a ratification meeting of employees in the bargaining unit not later than August 30, 2019 and agree to accustom complete acceptance of all terms of this memorandum to those employees and the Union will notify the OEA of the results thereof as soon as possible thereafter.

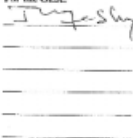
Dated at Toronto this 16<sup>th</sup> day of August, 2019

For the Union:



Handwritten signatures for the Union, including names like 'John Bullitt' and 'Mike', with a date stamp '16 Aug 2019' at the bottom.

For the OEA:



Handwritten signature for the OEA, followed by several horizontal lines.

## 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 as determined by Google Maps.

#### **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, Welland Courthouse

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 City Hall

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, 2019:

Zone 1	0 up to 16 kms	NIL
Zone 2	16 to 24 kms	\$ 5.75
Zone 3	24 to 40 kms	\$ 9.87
Zone 4	40 to 80 kms	\$23.06

Local 721 – Commuting Allowances effective May 1, 2019:

Zone 1	0 up to 24 kms	\$25.50
Zone 2	24 to 32 kms	\$ 8.42
Zone 3	32 to 40 kms	\$10.06
Zone 4	40 to 80 kms	\$23.34

Local 736 – Commuting Allowances effective May 1, 2019:

Zone 1	0 up to 16 kms	NIL
Zone 2	16 to 24 kms	\$ 6.01
Zone 3	24 to 40 kms	\$10.36
Zone 4	40 to 80 kms	\$24.05

Local 765 – Commuting Allowances effective May 1, 2019:

Zone 1	0 to 11 kms (Ottawa)	\$20.40
Zone 1	0 to 11 kms (Kingston)	\$11.72
Zone 2	11 to 32 kms	NIL
Zone 3	32 to 40 kms	\$ 9.62
Zone 4	40 to 80 kms	\$23.05

Local 786 – Commuting Allowances effective May 1, 2019:

Zone 1	0 up to 24 kms	NIL
Zone 2	24 to 40 kms	\$13.72
Zone 3	40 to 80 kms	\$41.18

- (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 fifty-two (.52) 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, 2019:

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 City Hall or construction camp, he will be paid a commuting allowance of sixty-three cents (\$0.63) per kilometer, 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 City Hall of Thunder Bay, Ontario, he shall be paid an allowance of sixty-three cents (\$0.63) per kilometer, 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, 2019:

80 – 120 kms	\$ 34.29
120 – 160 kms	\$ 60.00
Over 160 kms	\$120.37 per day worked

- (b) Prescribed Rate-Local 786 effective May 1, 2019:

80 – 120 km	\$ 52.41
120 – 160 kms	\$ 65.60
Over 160 kms	\$120.43 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 were a project is more than sixteen (16) kilometers from the nearest available and suitable room and board it shall pay each employee fifty-two (0.52) 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 City Hall of Thunder Bay, he will be paid in addition to his regular daily wages and transportation allowance, a subsistence allowance of \$96.63 per day worked effective May 1, 2019.
  
- (b) When an employee is required to travel to a job site over one hundred and twenty (120) kilometers from the City Hall 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, 2019 \$122.40 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**

An Employer that is performing a steel erection job of 500 tons or less outside of its home local shall be entitled to transfer the first five (5) employees to the project from anywhere in the province.

An Employer that is performing a steel erection job of 500 tons or less in its home local shall be entitled to request the first five (5) employees by name, in writing, who shall be issued a referral slip by the Local Union.

Additional members are to be hired from the Local Union where the job is being done. These additional members may be all requested by name or hired on site.

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 this Appendix.

## 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 week's 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 (\$0.04) cents is comprised of two (\$0.02) cents of employer contribution and two (\$0.02) 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.

**LETTER OF UNDERSTANDING OIWDC/OEA Joint Committee**

Develop joint Committee; six (6) members from Management and six (6) from Labour and conduct bimonthly meetings, conducted by a neutral industry mediator to commit to create a plan to aid in the betterment of our industry.

**LETTER OF UNDERSTANDING**

**4 X 10's WORK SCHEDULE ENABLEMENT**

**WHEREAS**, the Iron Workers and the OEA are, respectively, the Ministerially designated Employee and Employer Bargaining Agents for iron workers and iron worker apprentices employed in the ICI sector of the construction industry in the Province of Ontario and are also the parties to the Iron Workers' Provincial Collective Agreement (the "Provincial Collective Agreement") made between them with respect to the work of iron workers and iron worker apprentices in all sectors of the construction industry in the Province of Ontario save and except for that portion of the electrical power systems sector covered by EPSCA Collective Agreements;

**AND WHEREAS**, the Collective Agreement contemplates the enablement of the Provincial Collective Agreement pursuant to s. 11.3 of the Provincial Collective Agreement and whereas these parties have the authority to modify the terms and conditions of the Provincial Collective Agreement by mutual consent;

**AND WHEREAS**, the parties wish to enter into an agreement providing for their consent to the application of standard enabled terms and conditions that may apply to Projects upon

the mutual agreement of Local Union Business Managers and Employers;

**NOW THEREFORE**, the parties agree with each other as follows:

1. In order for the terms and conditions of this Memorandum to apply to any project, the applicable Employer and the Local Union Business Manager for the Local union in whose territorial jurisdiction the project falls must each agree in writing to apply the terms of this Memorandum to such project.
2. In order for the terms and conditions of this Memorandum to apply to any project the applicable Employer must be up to date in providing all trust fund remittance reports and payments and contributions required by the Provincial Collective Agreement.
3. Where the conditions in paras.1 and 2 are met, the parties agree that the Provincial Agreement shall be deemed to be modified so that:
  - a) The regular days and hours of work shall become Monday to Thursday with a regular workday of ten hours per day.
  - b) Overtime at the rate of double-time shall be payable for all work performed on Fridays, Saturdays and Sundays and all work performed after ten hours per day Monday to Thursday in the same manner as if the work had been performed in excess of the regular hours of work set out in the Provincial Collective Agreement.
  - c) All Commuting Allowances referred to at Article 1, Appendix "B" in the Provincial Agreement shall be paid at the rate of 125% of the otherwise applicable rate set out in Appendix "B" in the Provincial Agreement for work performed for all days worked under this schedule.
  - d) Coffee breaks referred to in article 28.3 of the Provincial Collective Agreement will taken at or

near midpoint of the morning and afternoon portions of the shift and shall be 20 minutes in length.

4. The consent of the Ironworkers and OEA to the application of these standard terms and conditions shall come into effect May 1, 2019 and remain in effect until April 30, 2022 unless the parties mutually agree to terminate or amend this Memorandum prior to that date. This Memorandum shall not be renewed except as may be explicitly agreed to the parties in writing.
5. The parties agree that if a Local Union and Employer agree to apply the terms and conditions of the Memorandum to a Project that the terms and condition of
6. this Memorandum apply to all work on the Project from the time of the agreement to its completion unless the Local Union and Employer specifically agree otherwise in writing.
7. The parties agree that it is important to ensure a level playing field as between signatory contractors competing for work on the same Project. Accordingly, in the event a employer and a Local Union Business Manager consent to the application of this Memorandum to a Project as contemplated in paragraph 1, above, the parties agree that those the same enabled terms and conditions of this Memorandum shall be available to any other signatory contractor that meets the requirements of this Memorandum and that is engaged or seeks to become engaged in the performance of the same type of bargaining unit work on the same Project and that is prepared to agree in writing with the Local Union Business Manager to the application of this Memorandum.



**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 11<sup>TH</sup> 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 day of OCT., 2005.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

  
SIGNING OFFICER

  
\_\_\_\_\_

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	Mississauga
InKan Limited	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\	
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.	Hamilton
Wheelwright Construction Inc.	Weston
A.J. Wing & Sons Construction Ltd.	Thunder Bay

## NOTES

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